NOTE INDENTURE

DATED AS OF THE 21st DAY OF JUNE, 2018

AMONG

KEYERA CORP., AS ISSUER

AND

THE GUARANTORS PARTY HERETO

AND

COMPUTERSHARE TRUST COMPANY OF CANADA, AS TRUSTEE

PROVIDING FOR THE ISSUE OF NOTES

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THIS NOTE INDENTURE made as of the 21st day of June, 2018.

AMONG:

KEYERA CORP., a corporation having its head office in the City of Calgary, in the Province of Alberta (hereinafter called the "**Issuer**");

AND

KEYERA PARTNERSHIP, KEYERA ENERGY LTD., KEYERA RIMBEY LTD., RIMBEY PIPELINE LIMITED PARTNERSHIP, KEYERA ENERGY INC., KEYERA RP LTD. AND ALBERTA DILUENT TERMINAL LTD. as Guarantors;

AND

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company subsisting under the laws of Canada and registered to carry on business in the Province of Alberta (hereinafter called the "**Trustee**")

WITNESSETH THAT:

(A) The Issuer desires to raise money through the issuance and sale of Notes provided for by this Note Indenture.

(B) The Issuer is duly authorized to create and issue the Notes as herein provided.

(C) When certified by the Trustee and issued as set out in this Note Indenture, all necessary partnership action and other proceedings have been taken and conditions complied with to make the creation and issue of the Notes hereunder and the execution thereof legal, valid and binding on the Issuer in accordance with the laws applicable to the Issuer.

(D) The foregoing recitals are made as representations and statements of fact by the Issuer and not by the Trustee.

NOW THEREFORE the Issuer and the Trustee agree as follows for the benefit of each other and for the equal and rateable benefit of the Holders of the Notes:

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(a) "**1933 Act**" means the United States Securities Act of 1933, as amended.

(b) "**Accounting Change**" has the meaning set forth in Section 1.13.

(c) "**Accounting Change Notice**" has the meaning set forth in Section 1.13.

(d) **"Additional Notes"** means Notes of any one or more series (other than the Initial Notes) issued under this Note Indenture.

(e) "**Applicable Securities Legislation**" means applicable securities laws (including rules, regulations, policies, instruments and blanket orders) in those provinces and territories of Canada in which the Issuer is a "reporting issuer" or the equivalent.

(f) "**Beneficial Holder**" means any person who holds a beneficial interest in Global Notes as shown on the books of the Depository or a Participant.

(g) "**Board of Directors**" means:

  (i) with respect to a corporation, the board of directors of the corporation (or any duly authorized committee thereof);

  (ii) with respect to a partnership, the board of directors of the corporation that is the general partner (in the case of a limited partnership) of the partnership or the managing partner of the partnership; and

  (iii) with respect to any other Person, the board or committee of such Person serving a similar function.

(h) "**Board Resolution**" means, as the context requires, a copy of a resolution certified by any officer of the Issuer to have been duly adopted by the applicable Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

(i) "**Book Entry Only Notes**" means Notes which are to be held only by or on behalf of the Depository.

(j) "**Business Day**" means a day other than a Saturday, Sunday or other day on which banking institutions in the Province of Alberta or the Province of Ontario are authorized or required by law to close.

(k) "**Capital Lease Obligations**" means, as to any Person, the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person in accordance with GAAP and, for purposes of this Note Indenture, the amount of such obligations shall be the capitalized amount thereof, provided that any leases that would have been characterized as operating leases under GAAP as in effect on December 31, 2017, whether entered into before or after the date hereof, shall be deemed to be operating leases and shall be excluded from this definition.

(l) "**CDS**" means CDS Clearing and Depository Services Inc. and its successors.

(m) "**Change of Control**" means the occurrence of any one of the following: (i) the direct or indirect sale, transfer, conveyance, lease or other disposition (other than by way of consolidation, amalgamation, arrangement, merger or issue of voting securities), in one or a series of related transactions, of all or substantially all of the property and assets of the Issuer, on a consolidated basis, to any person or group of persons acting jointly or in concert (within the meaning of Applicable Securities Legislation in Alberta) for purposes of such transaction (other than to the Issuer or its Subsidiaries); or (ii) the consummation of any transaction including, without limitation, any consolidation, amalgamation, arrangement, merger or issue of voting securities the result of which is that any person or group of persons acting jointly or in concert (within the meaning of Applicable Securities Legislation in Alberta) for purposes of such transaction (other than the Issuer and its Subsidiaries) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting securities of the Issuer and/or securities convertible or exchangeable into or carrying the right to acquire voting securities of the Issuer or of any such consolidated, amalgamated, merged or other continuing entity, measured by voting power rather than number of securities, other than any such transaction where the Issuer's voting securities outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority (measured by voting power) of the voting securities of the surviving person immediately after giving effect to such transaction; but, in each case, shall not include the creation of a holding company or other transaction (including a transfer of assets) that does not involve a change in the beneficial ownership of the Issuer.

(n) "**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Rating Event.

(o) "**Closing Date**" means the date on which Notes are originally issued under this Note Indenture.

(p) "**Consolidated Equity**" means, in respect of the Issuer and its Restricted Subsidiaries, as of the date of determination thereof and as determined in accordance with GAAP on a consolidated basis, without duplication, an amount equal to the amount of equity of the Issuer and its Restricted Subsidiaries as shown on a consolidated balance sheet of the Issuer and its Restricted Subsidiaries including, without limitation, partners' capital, contributed surplus, accumulated earnings and other equity entries and excluding, for certainty, amounts attributable to Subsidiaries which are not Restricted Subsidiaries and amounts attributable to Non-Recourse Assets.

(q) "**Consolidated Total Assets**" means, in respect of the Issuer and its Restricted Subsidiaries, as of the date of determination thereof and as determined in accordance with GAAP on a consolidated basis, without duplication, an amount equal to the total assets of the Issuer and its Restricted Subsidiaries as shown on a consolidated balance sheet of the Issuer and its Restricted Subsidiaries and excluding, for certainty, amounts attributable to Subsidiaries which are not Restricted Subsidiaries and amounts attributable to Non- Recourse Assets.

(r) "**Counsel**" means a barrister or solicitor or firm of barristers or solicitors retained or employed by the Trustee or retained or employed by the Issuer and acceptable to the Trustee.

(s) "**Credit Facilities**" means one or more credit facilities with banks or other institutional lenders providing for revolving credit loans, term loans and/or letters of credit, and in each case as amended, restated, extended, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time; provided, however, that this definition shall not include any credit facilities relating to Non-Recourse Debt.

(t) "**DBRS**" means DBRS Limited and its successors.

(u) "**Debt**" means, as at any particular time and as determined on a consolidated basis in respect of the Issuer and its Restricted Subsidiaries and without duplication:

(i) indebtedness of the Issuer and its Restricted Subsidiaries for borrowed money;

(ii) obligations of the Issuer and its Restricted Subsidiaries arising pursuant to bankers' acceptance facilities, 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,

(iii) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments;

(iv) obligations of the Issuer and its Restricted Subsidiaries 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;

(v) all obligations secured by a Lien on any property of the Issuer and its Restricted Subsidiaries, whether or not assumed by them;

(vi) all obligations of the Issuer and its Restricted Subsidiaries for or in respect of the deferred purchase or acquisition price of property or services (including, without limitation, Capital Lease Obligations and obligations secured by Purchase Money Security Interests) in excess of 90 days; and

(vii) all obligations of the Issuer and its Restricted Subsidiaries to purchase any of the foregoing items or to advance or otherwise supply funds for payment of any of the foregoing of other entities;

and excluding, for certainty, any amounts attributable to Subsidiaries which are not Restricted Subsidiaries other than by reason of paragraph (iv) of this definition.

(v) "**Default**" means the occurrence of any event that, with the passage of time or the giving of notice or both, would be an Event of Default under this Note Indenture.

(w) "**Depository**" means CDS and such other Person as is designated in writing by the Issuer and acceptable to the Trustee to act as depository in respect of Book Entry Only Notes.

(x) "**Event of Default**" has the meaning ascribed thereto in Section 7.1.

(y) "**Extraordinary Resolution**" means a resolution passed as an extraordinary resolution by the affirmative votes of the Holders of at least 66⅔% of the outstanding principal amount of Notes represented and voting on a poll at a meeting of Holders duly convened for the purpose and held in accordance with the provisions of this Note Indenture.

(z) "**Financial Statements**" means consolidated financial statements of the Issuer prepared in accordance with GAAP, whether annual or interim, and the report (if any) of the Issuer's Auditors thereon.

(aa) "**Financial Term**" has the meaning set forth in Section 1.13.

(bb) "**Funded Debt**" means Debt which, as at the date of determination, would be classified in accordance with GAAP as long term debt on a consolidated balance sheet of the Issuer and its Restricted Subsidiaries but excluding Non-Recourse Debt, Subordinated Debt, and any amount in respect of obligations of the Issuer to a Restricted Subsidiary or of a Restricted Subsidiary to the Issuer or another Restricted Subsidiary.

(cc) "**GAAP**" or "**Generally Accepted Accounting Principles**" means generally accepted accounting principles established by the Chartered Professional Accountants of Canada, or any successor thereto, which are in effect from time to time in Canada.

(dd) "**Global Notes**" means notes representing all or part of any series of Notes and held by, or on behalf of, a Depository.

(ee) "**Government Securities**" means direct non-callable obligations of, or obligations guaranteed by, the federal government of Canada for the payment of which guarantee or obligations the full faith and credit of the federal government of Canada is pledged.

(ff) "**Guarantee**" means any guarantee, undertaking to assume, endorse, agree (whether contingently or otherwise) to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any Person; provided that, the amount of each Guarantee shall be deemed to be the amount of the obligation guaranteed thereby or of the funding agreed to be provided thereunder, unless the Guarantee is limited to a determinable amount in which case the amount of such Guarantee shall be deemed to be the lesser of such determinable amount or the amount of such obligation or funding.

(gg) "**Guarantor**" means any Restricted Subsidiary which has provided a subsisting Subsidiary Guarantee of the Notes pursuant to Article 14.

(hh) "**Holder**" or "**Noteholder**" means a Person in whose name a Note is registered.

(ii) "**Holders' Request**" means an instrument signed in one or more counterparts by the Holder or Holders of not less than 25% in aggregate principal amount of the outstanding Notes requesting the Trustee to take the action or proceeding specified therein.

(jj) **"Initial Note Maturity Date"** has the meaning given to it in Section 3.3(c).

(kk) **"Initial Notes"** has the meaning set forth in Section 3.1.

(ll) "**Interest Payment Date**" means the dates on which interest is payable on any Note.

(mm) "**Interest Period**" means, when used with respect to any Note, the period commencing on the later of (i) the date of issue of the Note and (ii) the immediately preceding Interest Payment Date on which interest has been paid, and ending on the date immediately preceding the Interest Payment Date in respect of which interest is payable.

(nn) "**Investment Grade Rating**" means a rating equal to or higher than BBB- (or the equivalent of any successor rating category of S&P) by S&P, BBB (low) (or the equivalent of any successor rating category of DBRS) by DBRS, or the equivalent investment grade credit rating from any other Specified Rating Agency.

(oo) "**Issuer**" means Keyera Corp. and includes any successor to or of the Issuer, as permitted by the terms hereof.

(pp) "**Issuer's Auditors**" means an independent firm of chartered accountants duly appointed as auditors of the Issuer.

(qq) "**Legended Notes**" means Notes bearing the legend provided for in Section 2.15.

(rr) "**Liens**" means with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, charge, security interest or encumbrance upon or with respect to any property of any kind, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement but excluding a title retention agreement to the extent it would constitute an operating lease in accordance with GAAP.

(ss) "**LVTS**" means the large value electronic money transfer system operated by Payments Canada and any successor thereto.

(tt) "**Material Adverse Effect**" means any event, circumstance, occurrence or change which materially impairs or has a material adverse effect on, or would reasonably be expected to materially impair or have a material adverse effect on:

(i) the ability of the Issuer and the Restricted Subsidiaries taken as a whole to repay the amounts outstanding under the Notes;

(ii) the ability of the Issuer and the Restricted Subsidiaries taken as a whole to perform their other material obligations in respect of the Notes; or

(iii) the validity or enforceability of any material portion of this Note Indenture or the Notes or the priority of the Notes.

(uu) "**Maturity**" means, when used with respect to any Note, the date on which the principal of such Note or an instalment of principal becomes due and payable as therein or herein provided, whether at the Maturity Date or by declaration of acceleration, notice of redemption, notice of option to elect repayment or otherwise.

(vv) "**Maturity Account**" means an account or accounts required to be established by the Issuer (and which shall be maintained by and subject to the control of the Trustee) for Notes issued pursuant to and in accordance with this Note Indenture.

(ww) "**Maturity Date**" means, with respect to the Initial Notes, the Initial Note Maturity Date and, with respect to any other Notes, the maturity date as set out therein.

(xx) "**Non-Recourse Assets**" means the assets created, developed, constructed or acquired with or in respect of which Non-Recourse Debt has been incurred and any and all receivables, inventory, equipment, chattel paper, intangibles and other rights, collateral or proceeds arising directly from or connected directly with the assets created, developed, constructed or acquired and to which recourse of the lender of such Non-Recourse Debt (or any agent, trustee, receiver or other Person acting on behalf of such lender) in respect of such Non-Recourse Debt is limited in all circumstances (other than in respect of false or misleading representations or warranties customary in limited recourse financings in respect of which the lender's recourse may be expanded to include recourse against the Issuer or Restricted Subsidiary, as applicable, on an unsecured basis); provided that upon all such Non-Recourse Debt being repaid in full, such assets shall then cease to be Non-Recourse Assets.

(yy) "**Non-Recourse Debt**" means any Debt incurred to finance the creation, development, construction or acquisition of assets and any extensions, renewals or refundings of any such Debt, provided that the recourse of the lender thereof or any agent, trustee, receiver or other Person acting on behalf of the lender in respect of such Debt or any judgment in respect thereof is limited in all circumstances (other than in respect of false or misleading representations or warranties customary in limited recourse financings in respect of which the lender's recourse may be expanded to include recourse against the Issuer or Restricted Subsidiary, as applicable, on an unsecured basis) to the assets created, developed, constructed or acquired in respect of which such Debt has been incurred and to any receivables, inventory, equipment, chattel paper, intangibles and other rights or collateral arising from the assets created, developed, constructed or acquired and to which the lender has recourse.

(zz) "**Note Indenture Obligations**" means the obligations of the Issuer hereunder and under the Notes to pay principal of and interest on the Notes when due and payable at Maturity, and all other amounts due or to become due under or in connection with this Note Indenture, the Notes and the performance of all other obligations to the Trustee (including all amounts due to the Trustee under Section 11.15) and the Holders under this Note Indenture and the Notes, according to the terms hereof and thereof.

(aaa) "**Notes**" means the notes, debentures or other evidences of indebtedness of any one or more series of the Issuer issued and certified hereunder and for the time being outstanding, whether in definitive or interim form.

(bbb) "**Officer's Certificate**" means a certificate of the Issuer signed by any one of the President and Chief Executive Officer, Senior Vice President and Chief Financial Officer, Senior Vice President, General Counsel and Corporate Secretary or any Vice President of the Issuer in their capacity as an officer of the Issuer and not in their personal capacity.

(ccc) "**Opinion of Counsel**" means a written opinion (which may contain customary exceptions) of counsel, who may be counsel for the Issuer, including an employee of the Issuer, and who shall be acceptable to the Trustee, acting reasonably.

(ddd) "**Participant**" has the meaning ascribed to such term in Section 4.2(e).

(eee) "**Paying Agent**" means any Person, which may be the Issuer, authorized by the Issuer to pay the principal of and premium, if any, and interest on any Notes on behalf of the Issuer.

(fff) "**Permitted Liens**" means, as at any particular time, any of the following on the property or any part of the property of the Issuer or any Restricted Subsidiary:

(i) liens for Taxes, assessments or governmental charges which are not due and delinquent, or the validity of which are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(ii) the lien of any judgment rendered or claim filed against the Issuer or such Restricted Subsidiary which are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(iii) liens, privileges or other charges imposed or permitted by law, such as statutory liens and deemed trusts, carriers' liens, builders' liens, warehousemen's liens, mechanics' liens, materialmen's liens and other liens, privileges or other charges of a similar nature which relate to obligations which are not due and delinquent, or if due and delinquent, the validity of which are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(iv) Liens in favour of a public utility or any municipality or governmental or other public authority when required by such utility, municipality or authority in connection with the operations of the Issuer or such Restricted Subsidiary; provided, however, that all such Liens only secure sums not at the time overdue, or if overdue, the validity of which are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(v) Liens securing the performance of bids, tenders, leases, contracts (other than for the repayment of Debt), statutory obligations, appeal bonds and performance bonds and other obligations of like nature, incurred as incidental to and in the ordinary course of business of the Issuer or such Restricted Subsidiary; provided, however, that all such Liens only secure sums not at the time overdue, or if overdue, the validity of which are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(vi) the lien or any right of distress reserved in or exercisable under any real property lease for rent or otherwise to effect compliance with the terms of such lease, in respect of which the rent or other obligations are not at the time overdue, or if overdue, the validity of which are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(vii) easements, rights-of-way, servitudes, zoning or other similar rights or restrictions in respect of land held by the Issuer or such Restricted Subsidiary (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) which do not, either alone or in the aggregate, materially detract from the value of such land or materially impair its use in the operation of the business of the Issuer or such Restricted Subsidiary;

(viii) Purchase Money Security Interests, capital leases and operating leases; provided that those Liens are limited to all or any part of the property or assets purchased or leased;

(ix) any Liens which secure Non-Recourse Debt; provided that those Liens are limited to Non-Recourse Assets created, developed, constructed or acquired with such Non-Recourse Debt;

(x) Liens granted (A) by a Restricted Subsidiary to the Issuer or another Restricted Subsidiary or (B) by the Issuer to a Restricted Subsidiary;

(xi) Liens incurred or created in the ordinary course of business and in accordance with sound industry practice in respect of (A) the joint development, ownership or operation of processing facilities, terminals, production assets, pipelines, refining or upgrading assets, together with any related infrastructure or assets in which the Issuer or any Restricted Subsidiary has an interest or (B) the gathering, processing, transmission, handling, blending, fractionation or storage of petroleum substances; in each case, as security in favour of any other Person carrying out any such activities described in (A) or (B) above in respect of the property to which such liens relate, for the Issuer's or Restricted Subsidiary's portion of the costs and expenses of such activity, provided that such costs or expenses are not due or delinquent or, if due or delinquent, are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(xii) undetermined or inchoate Liens, trusts, privileges and charges incidental to current operations which have not at such time been filed pursuant to applicable laws or which relate to obligations not due or delinquent or, if due or delinquent, are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(xiii) the reservations, limitations, provisos and conditions, if any, expressed in any original or subsequent grants from the Crown;

(xiv) Liens arising in the ordinary course of, and incidental to, construction or current operations which have not been filed pursuant to law against the Issuer or any of its Restricted Subsidiaries or in respect of which no steps or proceedings to enforce such Lien have been initiated or which relate to obligations which are not due or delinquent or if due or delinquent, any such Lien which the Issuer or any of its Restricted Subsidiaries, as applicable, are contesting in good faith, by appropriate proceedings;

(xv) any Lien the satisfaction of which has been provided for by deposit with the Trustee of cash, cash equivalent, surety bond or other security satisfactory to the Trustee in an amount sufficient to pay the liability in respect of such Lien in full;

(xvi) any Lien on cash or marketable securities of the Issuer or its Restricted Subsidiaries granted in connection with swaps, provided that, at the time of granting such Lien, the obligations secured by such Lien are not due and delinquent;

(xvii) any Lien on any property, real or personal, of a Person (other than a Lien granted in contemplation of a merger, amalgamation, consolidation or acquisition hereinafter referred to) which Lien exists at the time such Person is merged into, or amalgamated or consolidated with or acquired by, the Issuer or a Restricted Subsidiary and, if applicable, becomes a Restricted Subsidiary, or such property is otherwise acquired by the Issuer or a Restricted Subsidiary;

(xviii) any Liens arising in connection with workers' compensation, unemployment insurance, pension and employment laws or regulations and not in connection with the borrowing of money, provided that the obligations secured are not due or delinquent or, if due or delinquent, are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable by appropriate proceedings;

(xix) any Liens for penalties arising under ordinary course non-participation provisions of operating agreements in respect of the Issuer or any Restricted Subsidiary's properties, which either alone or in aggregate do not materially detract from the value of any material part of the property of the Issuer and Restricted Subsidiaries, taken as a whole;

(xx) any licenses, royalties, gross overriding royalties or other similar burdens affecting the Issuer or a Restricted Subsidiary's properties which are granted on an arm's length basis to third parties in the ordinary course of business and not in connection with the borrowing of money;

(xxi) any Liens created or incurred in favour of a third party under any joint venture agreement, partnership agreement, operating agreement or similar agreement affecting the property which is the subject of such agreement, *provided* that (i) such agreement is entered into in the ordinary course of its business, on arms' length commercial terms, not in connection with the borrowing of money and otherwise in accordance with industry practice, (ii) reciprocal Liens or equivalent remedies are provided by the other parties to such agreement for the benefit of the Issuer or Restricted Subsidiary in circumstances where the creditworthiness of such other parties is essentially equivalent to or less than that of the Issuer and (iii) the Liens have not become the subject of realization actions under applicable law, or if they have such realization actions are being contested in good faith by the Issuer or a Restricted Subsidiary, as applicable, by appropriate proceedings;

(xxii) any Liens on property or assets subject to a Receivables Securitization Program;

(xxiii) any Liens not permitted by any of the other paragraphs of this definition of Permitted Liens, provided that Liens shall not be permitted under this paragraph (xxiii) if the effect thereof would be to cause the total amount of Debt secured by Liens permitted under this paragraph (xxiii) to exceed 5% of Consolidated Total Assets;

(xxiv) any Liens against the property or assets of the Issuer or any of its Restricted Subsidiaries existing on the date of the Note Indenture and any Liens securing the Debt of the Issuer and the Restricted Subsidiaries under the Credit Facilities; and

(xxv) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Lien referred to in the preceding subparagraphs 1.1(jjj)(i) to 1.1(jjj)(xxiv) inclusive of this definition, so long as any such extension, renewal or replacement of such Lien is limited to all or any part of the same property that secured the Lien extended, renewed or replaced (plus improvements on such property) and the indebtedness or obligation secured thereby is not increased.

(ggg) "**Person**" means an individual, a partnership, a corporation, a limited liability company, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual, and words importing persons have a similar meaning.

(hhh) "**Prime Rate**" means the floating annual rate of interest from time to time set by the Bank of Montreal or its successor as the reference rate used by it to determine rates of interest charged on Canadian dollar commercial loans to customers in Canada.

(iii) "**Purchase Money Security Interest**" means:

(i) a Lien taken or reserved in property to secure payment of all or part of its purchase price; and

(ii) a Lien taken in property by a Person who gives value for the purpose of enabling the Issuer or relevant Restricted Subsidiary 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.

(jjj) "**Rating Event**" means the ratings on the Notes are lowered to below an Investment Grade Rating by each of the Specified Rating Agencies, if there are less than three Specified Rating Agencies, or by two out of three of the Specified Rating Agencies, if there are three Specified Rating Agencies (the "**Required Threshold**"), on any day within the 60-day period (which 60-day period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by such number of the Specified Rating Agencies which, together with Specified Rating Agencies which have already lowered their ratings on the Notes as aforesaid, would aggregate in number the Required Threshold, but only to the extent that, and for so long as, a Change of Control Triggering Event would result if such downgrade were to occur) after the earlier of (i) the occurrence of a Change of Control and (ii) public notice of the occurrence of a Change of Control or the Issuer's intention or agreement to effect a Change of Control.

(kkk) "**Receivables Securitization Program**" means any existing or future securitization program entered into by the Issuer or a Restricted Subsidiary.

(lll) "**Record Date**" means the date specified for determining Holders entitled to receive interest on the Notes.

(mmm) "**Registrar**" has the meaning given to it in Section 2.5(a).

(nnn) "**Regulation S**" means Regulation S adopted by the SEC under the 1933 Act.

(ooo) "**Restricted Subsidiary**" means any Guarantor and any other Subsidiary of the Issuer from time to time designated as a Restricted Subsidiary pursuant to Section 6.4 but subject always to the undesignation thereof from time to time pursuant to Section 6.4.

(ppp) "**S&P**" means S&P Global Ratings Canada, acting through Standard & Poor's Ratings Services (Canada), a business unit of S&P Global Canada Corp., and any successor thereto.

(qqq) "**SEC**" means the U.S. Securities and Exchange Commission, including any successor thereto.

(rrr) "**Specified Rating Agencies**" shall mean each of S&P and DBRS and, if a rating of the Notes is obtained from any other "designated rating organization" within the meaning of National Instrument 51-102 of the Canadian Securities Administrators, such other "designated rating organization", as long as, in each case, such entity has not ceased to rate the Notes or failed to make a rating of the Notes publicly available for reasons outside of the Issuer's control; provided that if one or more of S&P, DBRS or any such other "designated rating organization" which has provided a rating of the Notes, as applicable, ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Issuer's control, the Issuer may select any other "designated rating organization" as a replacement agency for such one or more of them, as the case may be.

(sss) "**Subordinated Debt**" means any Debt incurred by the Issuer or a Restricted Subsidiary which is expressly subordinate in all instances and in all material respects (including in right of payment) to the payment of principal of and the premium (if any) and interest on the Notes secured under the Note Indenture.

(ttt) "**Subsidiary**" means, with respect to the Issuer:

(i) any corporation of which at least a majority of the outstanding voting securities having by the terms thereof ordinary voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether at the time shares of any other class or classes of such corporation might have voting power by reason of the happening of any contingency, unless the contingency has occurred and then only for as long as it continues) is at the time directly, indirectly or beneficially owned or controlled by the Issuer or one or more of its Subsidiaries, or the Issuer and one or more of its Subsidiaries;

(ii) any partnership of which, at the time, the Issuer, or one or more of its Subsidiaries, or the Issuer and one or more of its Subsidiaries: (i) directly, indirectly or beneficially own or control more than 50% of the income, capital, beneficial or ownership interests (however designated) thereof; and (ii) is a general partner, in the case of limited partnerships, or is a partner or has authority to bind the partnership, in all other cases; or

(iii) any other Person of which at least a majority of the income, capital, beneficial or ownership interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by the Issuer, or one or more of its Subsidiaries, or the Issuer and one or more of its Subsidiaries.

(uuu) "**Subsidiary Guarantee**" means the Guarantee provided by each Guarantor pursuant to Article 14.

(vvv) "**Successor**" has the meaning set forth in Section 10.1(a).

(www) "**Supplemental Note Indenture**" means an indenture supplemental to this Note Indenture which may be executed, acknowledged and delivered for any of the purposes set out in Section 12.1.

(xxx) "**Taxes**" means any present or future tax, levy, impost, assessment or other government charge (including penalties, interest and any other liabilities related thereto) imposed or levied by or on behalf of a Taxing Authority.

(yyy) "**Taxing Authority**" means any government or any political subdivision or territory or possession of any government or any authority or agency therein or thereof having power to tax.

(zzz) "**Terms Schedule**" has the meaning set forth in Section 3.4.

(aaaa) "**Total Capitalization**" means, as at any particular time in respect of the Issuer and its Restricted Subsidiaries and without duplication:

(i) Funded Debt; plus

(ii) Subordinated Debt; plus

(iii) Consolidated Equity; plus

(iv) the amount of any minority interests in Restricted Subsidiaries.

(bbbb) "**Trustee**" means Computershare Trust Company of Canada in its capacity as trustee under this Note Indenture and its successors and permitted assigns in such capacity.

(cccc) "**U.S.**" means the United States of America.

(dddd) "**Written Direction of the Issuer**", "**Written Order**" or "**Written Direction**" means an order or direction in writing signed by any one officer or director of the Issuer, or the Trustee, as applicable.

1.2 Meaning of "Outstanding"

Every Note issued, certified and delivered in accordance with this Note Indenture shall be deemed to be outstanding until it is cancelled, converted or redeemed or delivered to the Trustee for cancellation or redemption for monies or a new Note is issued in substitution for it pursuant to Section 2.11 or the payment thereof shall have been set aside under Section 5.5, provided that:

(a) when a new Note has been issued in substitution for a Note which has been lost, stolen or destroyed, only one of such Notes shall be counted for the purpose of determining the aggregate principal amount of Notes outstanding;

(b) Notes which have been partially redeemed or purchased shall be deemed to be outstanding only to the extent of the unredeemed or unpurchased part of the principal amount thereof; and

(c) for the purposes of any provision of this Note Indenture entitling Holders of outstanding Notes to vote, sign consents, resolutions, requisitions or other instruments or take any other action under this Note Indenture, or to constitute a quorum of any meeting of Holders, Notes owned directly (with respect to Subsidiaries only) or indirectly, legally or equitably, by the Issuer or any of its Subsidiaries shall be disregarded (unless the Issuer and/or one or more of its Subsidiaries are the only Holders (or Beneficial Holders) of the outstanding aggregate principal amount of Notes at the time outstanding in which case they shall not be disregarded) except that:

(i) for the purpose of determining whether the Trustee shall be protected in relying on any such vote, consent, requisition or other instrument or action, or on the Holders of Notes present or represented at any meeting of Holders, only the Notes which the Trustee has received an Officer's Certificate shall be so disregarded; and

(ii) Notes so owned which have been pledged in good faith other than to the Issuer or any of its Subsidiaries shall not be so disregarded if the pledgee shall establish, to the satisfaction of the Trustee, the pledgee's right to vote such Notes, sign consents, requisitions or other instruments or take such other actions in his discretion free from the control of the Issuer or any of its Subsidiaries.

1.3 Interpretation

In this Note Indenture:

(a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(b) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Note Indenture;

(c) all references to Sections refer, unless otherwise specified, to sections, subsections or clauses of this Note Indenture;

(d) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them; and

(e) "this Note Indenture", "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions refer to this Note Indenture and not to any particular Article, Section, subsection, clause, subdivision or other portion hereof and include any and every Supplemental Note Indenture.

1.4 Headings, Etc.

The division of this Note Indenture into Articles, Sections, subsections and paragraphs, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Note Indenture.

1.5 Statute Reference

Any reference in this Note Indenture to a statute is deemed to be a reference to such statute as amended, re-enacted or replaced from time to time.

1.6 Day not a Business Day

In the event that any day on or before which any action required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the first Business Day thereafter.

1.7 Applicable Law

This Note Indenture and the Notes shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as Alberta contracts.

1.8 Monetary References

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

1.9 Invalidity, Etc.

Each provision in this Note Indenture or in a Note is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof or thereof.

1.10 Language

Each of the parties hereto hereby acknowledges that it has consented to and requested that this Note Indenture be drawn up in the English language only.

1.11 Successors and Assigns

All covenants and agreements in this Note Indenture by the Issuer shall bind its successors and assigns, whether expressed or not.

1.12 Benefits of Note Indenture

Nothing in this Note Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any paying agent, the Holders and the Trustee, any benefit or any legal or equitable right, remedy or claim under this Note Indenture.

1.13 Accounting Terms; Changes in Generally Accepted Accounting Principles

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

(b) If there occurs a material change in GAAP and such change would require disclosure under GAAP in the Financial Statements of the Issuer and would cause an amount required to be determined for the purposes of any of the financial calculations or financial terms under this Note Indenture (each a "**Financial Term**") to be materially different than the amount that would be determined without giving effect to such change, the Issuer shall notify the Trustee of such change (an "**Accounting Change**"). Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the Issuer's current and immediately prior year's Financial Statements in accordance with GAAP and state whether the Issuer desires to revise the method of calculating the applicable Financial Term (including the revision of any of the defined terms used in the determination of such Financial Term) in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating such Financial Term will be substantially the same as the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Financial Term. The Accounting Change Notice shall be delivered to the Trustee within 90 days of 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 120 days of the end of such period. Promptly after receipt from the Issuer of an Accounting Change Notice the Trustee shall deliver to each Holder a copy of such notice.

(c) If the Issuer so indicates that it wishes to revise the method of calculating the Financial Term in accordance with the foregoing, the Issuer shall in good faith provide to the Trustee the revised method of calculating the Financial Term within 90 days of the Accounting Change Notice and such revised method shall take effect from the date of the Accounting Change Notice. For certainty, if no notice of a desire to revise the method of calculating the Financial Term in respect of an Accounting Change is given by the Issuer within the applicable time period described above, the method of calculating the Financial Term shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Term shall be determined without giving effect to such Accounting Change.

ARTICLE 2
THE NOTES

2.1 Limit of Issue

The aggregate principal amount of Notes authorized to be issued and certified under this Note Indenture is unlimited, provided, however, that the Notes may be issued under this Note Indenture only upon and subject to the conditions and limitations in this Note Indenture.

2.2 Creation and Issue of Notes

(a) The Notes may be issued in one or more series. There shall be established herein or in or pursuant to one or more resolutions of the directors of the Issuer (and to the extent established pursuant to, rather than set forth in, a resolution of the directors of the Issuer, in a Written Direction of the Issuer detailing such establishment) or established in one or more indentures supplemental hereto, prior to the initial issuance of Notes of any particular series:

(i) the designation of the Notes of the series, (which need not include the term "**Notes**") which shall distinguish the Notes of the series from the Notes of all other series;

(ii) any limit upon the aggregate principal amount of the Notes of the series that may be certified and delivered under this Note Indenture (except for Notes certified and delivered upon registration of, transfer of, amendment of, or in exchange for, or in lieu of, other Notes of the series pursuant to Sections 2.8 or 2.9 or Article 4);

(iii) the date or dates, or the method by which such date or dates will be determined or extended, on which the principal of the Notes of the series is payable;

(iv) the rate or rates at which the Notes of the series shall bear interest, if any, the date or dates from which such interest shall accrue, on which such interest shall be payable and on which a record, if any, shall be taken for the determination of Noteholders to whom such interest shall be payable and/or the method or methods by which such rate or rates or date or dates shall be determined;

(v) the place or places where the principal of, premium, if any, and any interest on Notes of the series shall be payable or where any Notes of the series may be surrendered for registration of transfer or exchange and, if different than the location specified in Section 13.1 or 13.3 as applicable, the place or places where notices or demands to or upon the Issuer in respect of the Notes of the series and this Note Indenture may be served;

(vi) except to the extent otherwise provided herein, the right, if any, of the Issuer to redeem Notes of the series, in whole or in part, at its option and the price or prices at which, the period or periods within which, and any terms and conditions upon which Notes of the series may be so redeemed, pursuant to any sinking fund or otherwise;

(vii) the obligation, if any, of the Issuer to redeem, purchase or repay Notes of the series pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of a holder thereof and the price or prices at which, the period or periods within which, the date or dates on which, and any terms and conditions upon which, Notes of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligation;

(viii) if other than denominations of $1,000 and any integral multiple thereof, the denominations in which Notes of the series shall be issuable;

(ix) any trustees, Depositories, authenticating or Paying Agents, transfer agents or registrars or any other agents with respect to the Notes of the series;

(x) whether and under what circumstances the Notes of the series will be convertible into or exchangeable for securities of any Person;

(xi) the form and terms of the Notes of the series;

(xii) if other than Canadian currency, the currency or currency unit in which the Notes of the series are issuable and/or payable and any provisions with respect to exchange rates and an exchange rate agent; and

(xiii) any other terms of the Notes of the series (which terms shall not, unless set forth in an indenture supplemental hereto, be inconsistent with the provisions of this Note Indenture).

(b) The Notes of any series may be of different denominations and forms and may contain such variations of tenor and effect, not inconsistent with the provisions of this Note Indenture, as are incidental to such differences of denomination and form including variations in the provisions for the exchange of Notes of different denominations or forms and in the provisions for the registration or transfer of Notes, and any series of Notes may consist of Notes having different dates of issue, different dates of maturity, different terms and conditions, different rates of interest and/or different redemption prices, if any, and/or different sinking fund provisions, if any, carrying the benefit of a sinking fund and partly of Notes with no sinking fund provided therefor.

(c) Subject to the foregoing provisions and subject to any limitation as to the maximum principal amount of Notes of any particular series, any of the Notes may be issued as part of any series of Notes previously issued, in which case, other than as provided in a Written Direction of the Issuer with respect thereto, they shall bear the same designation and designating letters or numbers as have been applied to such similar prior issue and shall be numbered consecutively upwards in respect of each denomination of Notes in like manner and following the numbers of the Notes of such prior issue.

(d) Before the issue of any Additional Notes of any series, the Issuer may execute and deliver to the Trustee an indenture supplemental hereto for the purpose of establishing the terms thereof and the forms, if any, and denominations in which they may be issued, and the appointment of any Depository or any Paying Agent, and the Trustee shall execute and deliver such supplemental indenture pursuant to Article 12.

(e) Whenever any series of Additional Notes shall have been authorized as aforesaid, such Additional Notes may be from time to time executed by the Issuer and delivered to the Trustee and shall be certified by the Trustee and delivered by it to or to the order of the Issuer upon receipt by and deposit with the Trustee of the following:

(i) an Officer's Certificate that no Event of Default has occurred which is continuing and that the Issuer has complied with all the requirements of this Note Indenture in connection with the issue of the Additional Notes in respect of which certification is requested;

(ii) a Written Direction of the Issuer for the certification and delivery of a specified principal amount of Additional Notes; and

(iii) an Opinion of Counsel that all requirements imposed by this Note Indenture or by law in connection with the proposed issue of Additional Notes have been complied with by the Issuer.

(f) No Additional Notes shall be certified or delivered hereunder if, to the knowledge of the Trustee, an Event of Default shall have occurred and be continuing.

2.3 Form of Notes

(a) The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Additional Notes shall be substantially in the form set out in Appendix "A" hereto with such changes as may be reasonably required by the Depository and which are not prejudicial to the Holders, and any other changes as may be approved or permitted by the Issuer, acting reasonably and which are not prejudicial to the Holders, with such approval in each case to be conclusively deemed to have been given by the officers or directors executing the same in accordance with this Article 2.

(b) All Notes which may at any time be issued under this Note Indenture and the certificate of the Trustee endorsed on such Notes may be in English or any other language or languages or any combination thereof, and may be in the form or forms provided in any Supplemental Note Indenture or in such other language or languages and in such form or forms as the board of directors of the Issuer determines at the time of issue of any Additional Notes, as approved by the Trustee, the approval of which will be conclusively evidenced by its certification of the Notes.

(c) If any provision of the Notes in a language other than English is susceptible of an interpretation different from the equivalent provision of the English language, the interpretation of such provision in the English language will be determinative.

(d) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Note Indenture and the Issuer and the Trustee, by their execution and delivery of this Note Indenture, expressly agree to such terms and provisions and to be bound thereby, provided however, to the extent any provision of any Note conflicts with the express provisions of this Note Indenture, the provisions of this Note Indenture shall govern and be controlling.

(e) The Notes may be typed, engraved, printed, lithographed or reproduced in a different form, or partly in one form and partly in another, as the Issuer may determine. The execution of any such Notes by the Issuer and the certification by the Trustee of any such Notes will be conclusive evidence that such Notes are Notes authorized by this Note Indenture.

(f) If the Issuer shall establish that the Notes of a series are to be issued in whole or in part in the form of one or more Global Notes, then the Global Notes authenticated and delivered by the Trustee shall bear a legend in substantially the following form:

> "THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE NOTE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF CDS & CO. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("**CDS**") TO KEYERA CORP. (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), **ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE."

2.4 Execution, Authentication and Delivery of Notes

(a) All Notes shall be signed (either manually or by electronic or facsimile signature) by any two authorized directors or officers of the Issuer, holding office at the time of signing. An electronic or facsimile signature upon a Note shall for all purposes of this Note Indenture be deemed to be the signature of the Person whose signature it purports to be. Notwithstanding that any Person whose signature, either manual or in facsimile or other electronic means, appears on a Note as a director or officer may no longer hold such office at the date of the Note or at the date of the certification and delivery thereof, such Note shall be valid and binding upon the Issuer and entitled to the benefits of this Note Indenture.

(b) Subject to the terms and conditions in this Note Indenture, the Trustee, from time to time upon receipt by the Trustee of a Written Order, will authenticate and make available

Notes in the manner specified in the Written Order, without the Trustee receiving any consideration thereof.

(c) No Notes will be entitled to any right or benefit under this Note Indenture or be valid or obligatory for any purpose unless such Notes have been authenticated by or on behalf of the Trustee substantially in the form provided for herein or in the relevant Supplemental Note Indenture. Such authentication upon any Notes will be conclusive evidence, and the only evidence, that such Notes have been duly authenticated, issued and delivered and that the Holder is entitled to the benefits hereof.

(d) The certificate by or on behalf of the Trustee authenticating Notes will not be construed as a representation or warranty of the Trustee as to the validity of this Note Indenture or of any Notes or its issuance (except the due certification thereof by the Trustee) or as to the performance by the Issuer of its obligations under this Note Indenture or the Notes and the Trustee will be in no respect liable or answerable for the use made of the proceeds of such Notes. The certificate by or on behalf of the Trustee on Notes issued under this Note Indenture will constitute a representation and warranty by the Trustee that such Notes have been duly authenticated by and on behalf of the Trustee pursuant to the provisions of this Note Indenture.

2.5 Registrar and Paying Agent

(a) The Issuer shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("**Registrar**") and a Paying Agent where Notes may be surrendered for payment. The Registrar shall keep a register of the Notes and of their transfer and exchange.

(b) The Issuer may appoint one or more co-registrars and one or more additional paying agents in such other locations as it shall determine. The term "**Registrar**" includes any co-registrar and the term "**Paying Agent**" includes any additional paying agent. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer will notify the Trustee in writing of the name and address of any Registrar or Transfer Agent which is not a party to this Note Indenture. If the Issuer fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

(c) The Issuer initially appoints CDS to act as Depository with respect to the Notes.

(d) The Issuer initially appoints the Trustee at its corporate office in Calgary, Alberta to act as the Registrar and Paying Agent with respect to the Notes.

2.6 Paying Agent to Hold Money in Trust

The Issuer shall require each Paying Agent other than the Trustee, to agree in writing that the Paying Agent will, and the Trustee when acting as Paying Agent agrees that it will, hold in trust, for the benefit of the Holders or the Trustee, as applicable, all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes and shall notify the Trustee of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee and to account for any money disbursed by it. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or a Subsidiary) shall have no further liability for the money. If the Issuer or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee shall serve as Paying Agent for the Notes.

2.7 Record of Payment

The Paying Agent will maintain accounts and records evidencing any payment, by it on behalf of the Issuer, of principal, premium (if any) and interest in respect of Notes, which accounts and records will constitute, in the absence of manifest error, *prima facie* evidence of such payment.

2.8 Book Entry Only Notes

(a) Except as otherwise provided in the terms of the Notes or any series, Notes shall be issued as Book Entry Only Notes represented by a Global Note. Each Global Note certified in accordance with this Note Indenture and any Supplemental Note Indenture shall be registered in the name of the Depository designated for such Global Note or a nominee thereof and delivered to such Depository or a nominee thereof or custodian therefor, and each such Global Note shall constitute a single Note for all purposes of this Note Indenture and all Supplemental Note Indentures. Beneficial interests in the Global Note will not be shown on the register or the records maintained by the Depository but will be represented through book entry accounts of Participants on behalf of the beneficial owners of the Global Notes in accordance with the rules and procedures of the Depository. None of the Issuer or the Trustee shall have any responsibility or liability for any aspects of the records relating to or payments made by any Depository on account of the beneficial interest in any Global Notes or for maintaining, reviewing or supervising any records relating to such beneficial interests. Except as otherwise provided in this Note Indenture, owners of beneficial interests in any Global Notes shall not be entitled to have Notes registered in their names, shall not receive or be entitled to receive definitive Notes and shall not be considered owners or holders thereof under this Note Indenture or any Supplemental Note Indenture. Nothing herein or in a Supplemental Note Indenture shall prevent the beneficial owners in Global Notes from voting such Notes using duly executed proxies.

(b) Every Note authenticated and delivered upon registration of transfer of a Global Note, or in exchange for or in lieu of a Global Note or any portion thereof, shall be authenticated and delivered in the form of, and shall be, a Global Note, unless such Note is registered in the name of a Person other than the Depository for such Global Notes or a nominee thereof.

2.9 Global Notes

Notes issued to a Depository in the form of Global Notes shall be subject to the following:

(a) the Trustee may deal with such Depository as the authorized representative of the beneficial owners of such Notes;

(b) the rights of the beneficial owners of such Notes shall be exercised only through such Depository and the rights of beneficial owners shall be limited to those established by applicable law and agreements between the Depository and the Participants and between such Participants and beneficial owners, and must be exercised through a Participant in accordance with the rules and procedures of the Depository;

(c) whenever this Note Indenture requires or permits actions to be taken based upon instructions or directions of Holders evidencing a specified percentage of the outstanding Notes, the Depository shall be deemed to be counted in that percentage to the extent that it has received instructions to such effect from Beneficial Holders or Participants;

(d) such Depository will make book-entry transfers among the direct Participants of such Depository and will receive and transmit distributions of principal, premium, if any, and interest on the Notes to such direct Participants; and

(e) the direct Participants of such Depository shall have no rights under this Note Indenture or under or with respect to any of the Notes held on their behalf by such Depository, and such Depository may be treated by the Trustee and its agents, employees, officers and directors as the absolute owner of the Notes represented by such Global Notes for all purposes whatsoever.

2.10 Interim Notes

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

2.11 Mutilation, Loss, Theft or Destruction

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

2.12 Concerning Interest

Except as otherwise provided in the terms of the Notes of any series:

(a) All Notes issued hereunder, whether originally or upon exchange or in substitution for previously issued Notes which are interest bearing, shall bear interest (i) from and including their issue date, or (ii) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the outstanding

Notes, whichever shall be the later, in all cases, to and excluding the next Interest Payment Date.

(b) Subject to accrual of any interest on unpaid interest from time to time, interest on such Note will cease to accrue from the earlier of (i) the Maturity of such Note and (ii) if such Note is called for redemption, the date fixed for redemption; unless, in each case, upon due presentation and surrender of such Note for payment on or after the Maturity or the date fixed for redemption, as the case may be, such payment is improperly withheld or refused.

(c) If the date for payment of any amount of principal, premium, if any, or interest is not a Business Day at the place of payment, then payment will be made on the next Business Day and Holders will not be entitled to any further interest on such principal, or to any interest on such interest, premium, if any, or other amount so payable, in respect of the period from the date for payment to such next Business Day.

(d) Wherever in this Note Indenture or the Notes there is mention, in any context, of the payment of interest, such mention is deemed to include the payment of interest on amounts in default to the extent that, in such context, such interest is, was or would be payable pursuant to this Note Indenture or the Notes, and express mention of interest on amounts in default in any of the provisions of this Note Indenture will not be construed as excluding such interest in those provisions of this Note Indenture where such express mention is not made.

(e) Unless otherwise specifically provided in this Note Indenture, interest on the Notes of each series shall be computed on the basis of a year of 365 days. Subject to Section 2.12(f), whenever interest is computed on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the Interest Act (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(f) If interest on any Notes is to be computed on the basis of a 360-day year of 12 30-day months, then solely for the purposes of the Interest Act (Canada), the yearly rate of interest to which interest calculated for a period of less than one year on the basis of a year of 360 days consisting of 12 30-day periods is equivalent is such rate of interest multiplied by a fraction of which (i) the numerator is the product of (A) the actual number of days in the year commencing on the first day of such period, multiplied by (B) the sum of (y) the product of 30 multiplied by the number of complete months elapsed in such period and (z) the actual number of days elapsed in any incomplete month in such period; and (ii) the denominator is the product of (A) 360 multiplied by (B) the actual number of days in such period.

2.13 Notes to Rank Equal in Right of Payment

The Notes will be direct unsecured obligations of the Issuer. Each Note will rank equal in right of payment with each other Note (regardless of their actual date or terms of issue) and, subject to statutory preferred exceptions, will rank at least equal in right of payment with all other present and future unsecured and unsubordinated indebtedness of the Issuer, save only as to defeasance, purchase or sinking fund, amortization fund or analogous provisions, if any, applicable to different series.

2.14 Payments of Amounts Due on Maturity

(a) The following provisions shall apply to Notes:

(i) the Issuer will establish and maintain with the Trustee a Maturity Account for the Notes. On or before 11:00 a.m. (Calgary time) on the Business Day before the Maturity Date, the Issuer will deposit in the applicable Maturity Account by wire transfer or certified cheque an amount sufficient to pay the amount payable in respect of such Notes (less any tax required by law to be deducted). The Issuer (either directly or through the Trustee or any agent of the Trustee) will pay to each Holder entitled to receive payment, the principal amount of, premium (if any) and any accrued but unpaid interest on, the Notes, upon surrender of the Notes at any branch of the Trustee designated for such purpose from time to time by the Issuer and the Trustee. The deposit or making available of such amounts to the applicable Maturity Account will satisfy and discharge the liability of the Issuer for the Notes to which the deposit or making available of funds relates to the extent of the amount deposited or made available (plus the amount of any tax deducted as aforesaid) and such Notes will thereafter not be considered as outstanding under this Note Indenture and such Holder will have no right other than to receive out of the money so deposited or made available the amount to which it is entitled. Failure to make a deposit or make funds available as required to be made pursuant to this Section 2.14(a)(i) will constitute default in payment on the Notes in respect of which the deposit or making available of funds was required to have been made; and

(ii) in the case of Global Notes, on or before 11:00 a.m. (Calgary time) on the Business Day before Maturity Date, the Issuer will deliver to the Depository by electronic funds transfer an amount sufficient to pay the amount payable in respect of such Global Notes (less any tax required by law to be deducted). The Issuer will pay to the Depository the principal amount of, premium (if any) and any accrued but unpaid interest on, the Global Notes, against receipt of the Global Note. The delivery of such electronic funds to the Depository will satisfy and discharge the liability of the Issuer for the Notes to which the electronic funds relates to the extent of the amount deposited or made available (plus the amount of any tax deducted as aforesaid) and such Notes will thereafter not be considered as outstanding under this Note Indenture unless such electronic funds transfer is not received. Failure to make delivery of funds available as required pursuant to this Section 2.14(a)(ii) will constitute default in payment on the Notes in respect of which the delivery or making available of funds was required to have been made.

(b) Notwithstanding the foregoing, (i) all payments in excess of $25 million (or such other amount as determined from time to time by Payments Canada or any successor thereto) shall be made by the use of the LVTS; and (ii) in the event that payment must be made to the Depository, the Issuer shall remit payment to the Trustee by LVTS. The Trustee shall have no obligation to disburse funds pursuant to this Section 2.14 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable on the applicable Maturity Date. The Trustee shall, if it accepts any funds received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

2.15 U.S. Legend on Notes

(a) The Notes have not been and will not be registered under any United States federal or state securities law. Any Notes issued and sold in the United States will be issued and sold only to Persons who are qualified institutional buyers within the meaning of, and in reliance on, Rule 144A under the 1933 Act, as well as all Notes issued in exchange for or in substitution of the foregoing securities, and shall bear, unless otherwise directed by the Issuer, the following legend (the "**U.S. Legend**"):

> **"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF KEYERA CORP. THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO KEYERA CORP., (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S ("REGULATION S") UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS AND CANADIAN LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (1) RULE 144A UNDER THE SECURITIES ACT, OR (2) RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C) (2) OR (D) ABOVE, A LEGAL OPINION OR CERTIFICATE SATISFACTORY TO KEYERA CORP. MUST FIRST BE PROVIDED;**
>
> provided that, if any Notes are being sold in accordance with Rule 904 of Regulation S, and if the Issuer is a "foreign issuer" within the meaning of Regulation S (a "**Foreign Issuer**") at the time of sale, the legend may be removed by providing a declaration to Computershare Trust Company of Canada, as trustee, in such form as the Issuer may prescribe from time to time; and
>
> provided further that, if any Notes are being sold under Rule 144, the legend may be removed by delivering to Computershare Trust Company of Canada an opinion of counsel of recognized standing reasonably satisfactory to the Issuer, that the legend is no longer required under applicable requirements of the Securities Act of state securities laws."

(b) Prior to the issuance of the Notes, the Issuer shall notify the Trustee, in writing, concerning which Notes are to bear the U.S. Legend. The Trustee will thereafter maintain a list of all registered holders from time to time of Legended Notes.

2.16 Payment of Interest

(a) As interest becomes due on each Note (except on redemption, when interest may at the option of the Issuer be paid upon surrender of such Note), the Issuer, either directly or through the Trustee or any agent of the Trustee, shall send or forward by prepaid ordinary mail, electronic transfer of funds or such other means as may be agreed to by the Trustee, payment of such interest (less any tax required to be withheld therefrom) to the order of the Holder of such Note appearing on the registers maintained by the Trustee at the close of business on the fifth Business Day (or if the Note ceases to be represented by a Global Note, then the tenth Business Day) prior to the applicable Interest Payment Date and addressed to the Holder at the Holder's last address appearing on the register (or in the case of joint Holders, to such address of one of the joint Holders), unless such Holder otherwise directs. If payment is made by cheque, such cheque shall be forwarded at least three Business Days prior to each date on which interest becomes due and if payment is made by other means (such as electronic transfer of funds, provided the Trustee must receive confirmation of receipt of funds prior to being able to wire funds to Holders), such payment shall be made in a manner whereby the Holder receives credit for such payment on the date such interest on such Note becomes due. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented thereby, plus the amount of any tax withheld as aforesaid, satisfy and discharge all liability for interest on such Note, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the Person to whom it is so sent as aforesaid, the Issuer will issue to such Person a replacement cheque or other payment for a like amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Issuer is prevented by circumstances beyond its control (including, without limitation, any interruption in mail service) from making payment of any interest due on each Note in the manner provided above, the Issuer may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as though payment had been made in the manner provided above. If payment is made through the Trustee, by 11:00 a.m. Calgary time at least one Business Day prior to each Interest Payment Date or to the date of mailing the cheques for the interest due on an Interest Payment Date, whichever is earlier, the Issuer shall deliver sufficient funds to the Trustee by electronic transfer or certified cheque or make such other arrangements for the provision of funds as may be agreeable between the Trustee and the Issuer in order to effect such interest payment hereunder.

(b) So long as the Notes or any portion thereof are represented by a Global Note, then all payments of interest on the Global Note shall be made by electronic funds transfer made payable to the Depository or its nominee for subsequent payment to Beneficial Holders of the applicable interests in that Global Note, unless the Issuer and the Depository otherwise agree. None of the Issuer, the Trustee or any agent of the Trustee for any Note represented by a Global Note will be liable or responsible to any Person for any aspect of the records related to or payments made on account of beneficial interests in any Global Note or for maintaining, reviewing, or supervising any records relating to such beneficial interests.

(c) Notwithstanding the foregoing, (i) all payments in excess of $25 million (or such other amount as determined from time to time by Payments Canada or any successor thereto) shall be made by the use of the LVTS; and (ii) in the event that payment must be made to the Depository, the Issuer shall remit payment to the Trustee by LVTS. The Trustee shall have no obligation to disburse funds pursuant to this Section 2.16 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable with respect to such Interest Payment Date. The Trustee shall, if it accepts any funds received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

2.17 Representation Regarding Third Party Interest

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

2.18 Additional Amounts

The Issuer will not be required to pay any additional amount on any Notes in respect of any withholding or deduction for any Taxes imposed by any Taxing Authority with respect to the Notes.

2.19 Global Notes in Electronic Position

Notwithstanding anything to the contrary in this Note Indenture, all physical Notes issued to CDS may be surrendered to the Trustee for an electronic position on the register of Noteholders to be maintained by the Trustee in accordance with this Note Indenture. All Notes maintained in such electronic position will be valid and binding obligations of the Issuer, entitling the registered holders thereof to the same benefits as those registered holders who hold Notes in physical form. This Note Indenture and the provisions contained herein will apply, mutatis mutandis, to such Notes held in such electronic position.

ARTICLE 3
TERMS OF THE INITIAL NOTES

3.1 Creation and Designation

The first series of Notes authorized to be issued hereunder shall be designated as 3.934% Medium Term Notes due June 21, 2028 ("**Initial Notes**") which may be issued from time to time in accordance with this Note Indenture.

3.2 No Limitation on Aggregate Principal Amount

The aggregate principal amount of Initial Notes that may be issued hereunder is unlimited. Notwithstanding anything to the contrary herein contained, the Issuer may, from time to time, create and issue additional Initial Notes hereunder in such additional amounts as the Issuer may determine having the same terms and conditions as the Initial Notes in all respects, except for such variations to such terms and conditions as may be required, in the reasonable and good faith opinion of the Issuer, to reflect the different issue dates of such additional Initial Notes and the then existing Initial Notes and the intention that all such additional Initial Notes and then existing Initial Notes be fungible for trading purposes from the issue date of such additional Initial Notes (which variations may include, among other things, a different issue date, a different issue price, a different interest commencement date, a different first Interest Payment Date, a different initial Interest Period, and a different interest payment calculation for the initial Interest Period). Additional Initial Notes so created and issued will be consolidated with and form a single series with the then existing Initial Notes.

3.3 Certain Matters re: Initial Notes

(a) Unless otherwise specified in the applicable Written Direction of the Issuer or supplemental indenture, each Initial Note shall be issuable as a Global Note registered in the name of CDS, being designated the initial Depository therefor.

(b) Unless otherwise specified in the applicable Written Direction of the Issuer or supplemental indenture, the Trustee will be the Trustee, authenticating agent, Paying Agent, transfer agent and Registrar for the Notes, and with the register being maintained by the Trustee, or available to it, in Calgary, Alberta. The Issuer may change the authenticating agent, Paying Agent, transfer agent and Registrar for the Notes without prior notice to the Holders of the Notes, and the Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

(c) Each Initial Note shall be dated as of such date, shall mature on such date (the "**Initial Note Maturity Date**"), shall be issued and payable in such currency, shall bear interest at such rates of interest and shall have such other terms and conditions as shall be determined by the Issuer at or prior to the time of issue thereof.

(d) Interest will be payable in respect of each Interest Period (after, as well as before, the Maturity Date, default and judgment, with overdue interest at the same rate) on each Interest Payment Date in accordance with Section 2.12 and Section 2.16. The Initial Notes shall bear interest at the rate of 3.934% per annum computed on the basis of a year of 365 days. Interest on the Initial Notes shall be paid semi-annually in 2 equal payments on June 21 and December 21 of each year commencing December 21, 2018. If interest on the Initial Notes is required to be paid on other than an Interest Payment Date, interest thereon shall be calculated from and including the issue date of the Initial Notes or the last Interest Payment Date on which interest was paid, as the case may be, to but excluding the date interest is paid based on the actual number of days in such period and on a year of 365 days.

(e) While the Notes are represented by a Global Note, the Record Date will be the close of business five Business Days preceding the relevant Interest Payment Date. If the Notes cease to be represented by a Global Note, the Issuer may select a Record Date which will be a date that is at least 10 Business Days preceding an Interest Payment Date.

(f) Unless otherwise specified in the applicable Written Direction of the Issuer or supplemental indenture, the Initial Notes shall be issued in minimum denominations of $5,000 and multiples of $1,000 above such amount.

(g) The Initial Notes will be substantially in the form set out in Appendix "A" hereto with such changes as may be reasonably required by the Depository and which are not prejudicial to the Holders, and any other changes as may be approved or permitted by the Issuer, acting reasonably and which are not prejudicial to the Holders, with such approval in each case to be conclusively deemed to have been given by the officers of the Issuer executing the same in accordance with Article 2.

(h) The principal of, and interest and premium (if any) on, the Initial Notes will be payable in Canadian dollars.

3.4 Issue of Initial Notes

Initial Notes may from time to time be executed by the Issuer and delivered to the Trustee and shall thereupon be certified by the Trustee and delivered by the Trustee upon receipt by and deposit with the Trustee of the following:

(a) an Officer's Certificate that no Event of Default has occurred which is continuing and that the Issuer has complied with all the requirements of this Note Indenture in connection with the issue of the Initial Notes in respect of which certification is requested;

(b) a Written Direction of the Issuer for the certification and delivery of a specified principal amount of Initial Notes; and

(c) an Opinion of Counsel that all requirements imposed by this Note Indenture or by law in connection with the proposed issue of Initial Notes have been complied with by the Issuer.

The Written Direction of the Issuer required by this Section 3.4 for the certification and delivery of Initial Notes shall specify in a schedule or in such other manner reasonably satisfactory to the Trustee (the "**Terms Schedule**") to such Written Direction of the Issuer, the date, principal amount, Maturity Date, interest rate, if any, (or the method of calculation thereof), Interest Payment Dates (if any), and redemption provisions (if any) applicable to such Initial Notes, whether the Initial Notes are to be issued as fully registered Notes or a Global Note, place of delivery for each Initial Note requested to be certified and delivered and such other terms and conditions applicable to such Initial Notes not inconsistent with the terms of this Note Indenture. Upon the certification and delivery by the Trustee of Initial Notes in accordance with such Written Direction of the Issuer, the Terms Schedule to such Written Direction of the Issuer shall be deemed to be a schedule to and form part of this Note Indenture. The Trustee shall have no duty or responsibility with respect to the use or application of any of the Initial Notes so certified and delivered or of the proceeds thereof.

ARTICLE 4
REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP

4.1 Register of Certificated Notes

(a) The Issuer shall cause to be kept by and at the principal office of the Trustee in Calgary, Alberta and by the Trustee or such other registrar as the Issuer, with the approval of the Trustee, may appoint at such other place or places, if any, as may be specified in the Notes or as the Issuer may designate with the approval of the Trustee, a register in which shall be entered the names and addresses of the Holders and particulars of the Notes held by them respectively and of all transfers of Notes. Such registration shall be noted on the Notes by the Trustee or other registrar unless a new Note shall be issued upon such transfer.

(b) No transfer of a Note shall be valid unless made on such register referred to in Section 4.1(a) by the Holder or such Holder's executors, administrators or other legal representatives or an attorney duly appointed by an instrument in writing in form and executed in a manner reasonably satisfactory to the Trustee or other registrar upon surrender of the Notes together with a duly executed form of transfer acceptable to the Trustee or other registrar and upon compliance with such other reasonable requirements as the Trustee or other registrar may prescribe, and unless the name of the transferee shall have been noted on the Note by the Trustee or other registrar.

4.2 Global Notes

(a) With respect to Notes issuable in whole or in part as one or more Global Notes, the Issuer shall cause to be kept by and at the principal office of the Trustee in Calgary, Alberta and by the Trustee or such other registrar as the Issuer, with the approval of the Trustee, may appoint at such other place or places, if any, as the Issuer may designate with the approval of the Trustee, a register in which shall be entered the name and address of the registered holder of each such Global Note (being the Depository, or its nominee, for such Global Note) as Holder thereof and particulars of the Global Note held by it, and of all transfers thereof. If any Notes are at any time not Global Notes, the provisions of Section 4.1 shall govern with respect to registrations and transfers of such Notes.

(b) Notwithstanding any other provision of this Note Indenture, a Global Note may not be transferred by the registered holder thereof and, accordingly, no definitive Notes shall be issued to Beneficial Holders except in the following circumstances or as otherwise specified in a resolution of the Trustee, a Board Resolution of the Issuer, or an Officer's Certificate:

   (i) Global Notes may be transferred if CDS ceases to be a clearing agent or otherwise ceases to be eligible to be a depository and the Issuer is unable to locate a qualified successor;

(ii) Global Notes may be transferred by a Depository to a nominee of such Depository, or by a nominee of a Depository to such Depository, or to another nominee of such Depository, or by a Depository or its Nominee to a successor Depository or its nominee;

(iii) Global Notes may be transferred at any time after the Depository for such Global Notes (i) has notified the Trustee, or the Issuer has notified the Trustee, that it is unwilling or unable to continue as Depository for such Global Notes, or (ii) ceases to be eligible to be a Depository, provided that at the time of such transfer the Issuer has not appointed a successor Depository for such Global Notes;

(iv) Global Notes may be transferred at any time after the Issuer has determined, in its sole discretion, acting reasonably, to terminate the book-entry only registration system in respect of such Global Notes and has communicated such determination to the Trustee in writing;

(v) Global Notes may be transferred at any time after the Trustee has determined that an Event of Default has occurred and is continuing with respect to the Notes issued as a Global Note, provided that Beneficial Holders representing, in the aggregate, not less than 50% of the aggregate outstanding principal amount of the Notes advise the Depository in writing, through the Participants, that the continuation of the book-entry only registration system for Notes is no longer in their best interests;

(vi) Global Notes may be transferred if the book-entry only registration system ceases to exist; or

(vii) Global Notes may be transferred if such transfer is required by applicable law, as determined by the Issuer and Counsel.

(c) With respect to the Global Notes, unless and until definitive Notes have been issued to Beneficial Holders pursuant to Section 4.2(b):

(i) the Issuer and the Trustee may deal with the Depository for all purposes (including paying interest on the Notes) as the sole holder of Notes and the authorized representative of the Beneficial Holders;

(ii) the rights of the Beneficial Holders shall be exercised only through the Depository and shall be limited to those established by law and agreements between such Beneficial Holders and the Depository or the Participants;

(iii) the Depository will make book-entry transfers among the Participants; and

(iv) whenever this Note Indenture requires or permits actions to be taken based upon instruction or directions of Holders evidencing a specified percentage of the outstanding Notes, the Depository shall be deemed to be counted in that percentage only to the extent that it has received instructions to such effect from the Beneficial Holders or the Participants, and has delivered such instructions to the Trustee.

(d) Whenever a notice or other communication is required to be provided to Holders, unless and until definitive Note(s) have been issued to Beneficial Holders pursuant to this Section 4.2, the Trustee shall provide all such notices and communications to the Depository and the Depository shall deliver such notices and communications to such Beneficial Holders in accordance with Applicable Securities Legislation. Upon the termination of the book-entry only registration system on the occurrence of one of the conditions specified in Section 4.2(b) with respect to Notes issued hereunder, the Trustee shall notify all applicable Beneficial Holders, through the Depository, of the availability of definitive Notes. Upon surrender by the Depository of the certificate(s) representing the Global Notes and receipt of new registration instructions from the Depository, the Trustee shall deliver the definitive Notes to the Beneficial Holders thereof in accordance with the new registration instructions and thereafter, the registration and transfer of such Notes will be governed by Section 4.1 and the remaining Sections of this Article 4.

(e) It is expressly acknowledged that transfer of beneficial ownership in any Book Entry Only Notes represented by a Global Note will be affected only (a) with respect to the interests of participants ("**Participants**"), through records maintained by the Depository or its nominee for the Global Note, and (b) with respect to interests of Persons other than Participants, through records maintained by Participants. Beneficial owners of Book Entry Only Notes who are not Participants but who desire to purchase, sell or otherwise transfer ownership of or other interest in Book Entry Only Notes represented by a Global Note may do so only through a Participant.

4.3 Transferee Entitled to Registration

The transferee of a Note shall be entitled, after the appropriate form of transfer is deposited with the Trustee or other registrar and upon compliance with all other conditions required by this Note Indenture or by law, to be entered on the register as the owner of such Note free from all equities or rights of set-off or counterclaim between the Issuer and the transferor or any previous Holder of such Note, save in respect of equities of which the Issuer is required to take notice by law.

4.4 No Notice of Trusts

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

4.5 Registers Open for Inspection

The registers referred to in Sections 4.1 and 4.2 shall, subject to applicable law, at all reasonable times be open for inspection by the Issuer, the Trustee or any Holder. Every registrar, including the Trustee, shall from time to time when requested so to do by the Issuer or by the Trustee, in writing, furnish the Issuer or the Trustee, as the case may be, with a list of names and addresses of Holders of Notes entered on the register kept by them and showing the principal amount and serial numbers of the Notes held by each such Holder, provided the Trustee shall be entitled to charge a reasonable fee to provide such a list.

4.6 Exchanges of Notes

(a) Subject to Section 4.7, Notes in any authorized form or denomination, other than Global Notes, may be exchanged, upon reasonable notice, for Notes in any other authorized form or denomination, of the same series and date of Maturity, bearing the same interest rate and of the same aggregate principal amount as the Notes so exchanged.

(b) In respect of exchanges of Notes permitted by Section 4.6(a), Notes may be exchanged only at the principal offices of the Trustee in the City of Calgary, Alberta or in Toronto, Ontario or at such other place or places, if any, as may be specified in the Notes and at such other place or places as may from time to time be designated by the Issuer with the approval of the Trustee. Any Notes tendered for exchange shall be surrendered to the Trustee. The Issuer shall execute and the Trustee shall certify all Notes necessary to carry out exchanges as aforesaid. All Notes surrendered for exchange shall be cancelled.

(c) Notes issued in exchange for Notes which at the time of such issue have been selected or called for redemption at a later date shall be deemed to have been selected or called for redemption in the same manner and shall have noted thereon a statement to that effect, provided that:

(i) Notes which have been selected or called for redemption may not be exchanged for Notes of larger denominations; and

(ii) if a Note that has been selected or called for redemption in part is presented for exchange for Notes of smaller denominations, the Trustee will designate, as it may deem equitable, particular Notes of those issued in exchange, which will be deemed to have been selected or called for redemption, in whole or in part, and the Trustee will note on such Notes a statement to that effect.

4.7 Closing of Registers

(a) Neither the Issuer nor the Trustee nor any Registrar shall be required to:

(i) make transfers or exchanges of, any Notes on any Interest Payment Date for such Notes or during the 10 preceding Business Days;

(ii) make transfers or exchanges of, any Notes on the day of any selection by the Trustee of Notes to be redeemed or during the 10 preceding Business Days; or

(iii) make exchanges of any Notes which have been selected or called for redemption unless upon due presentation thereof for redemption such Notes are not redeemed.

(b) Subject to any restriction provided in this Note Indenture, the Issuer with the approval of the Trustee, may at any time close any register for Notes, other than those kept at the principal office of the Trustee in Calgary, Alberta, and transfer the registration of any Notes registered thereon to another register (which may be an existing register) and thereafter such Notes shall be deemed to be registered on such other register. Notice of such transfer shall be given to the Holders of such Notes.

4.8 Charges for Registration, Transfer and Exchange

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

(a) for any exchange, registration, transfer or discharge from registration of any Note applied for within a period of two months from the date of the first delivery of Notes or, with respect to Additional Notes, within a period of two months from the date of delivery of any such Note;

(b) for any exchange of any interim or temporary Note or interim certificate that has been issued under Section 2.10 for a definitive Note;

(c) for any exchange of a Global Note as contemplated in Section 4.2; or

(d) for any exchange of any Note resulting from a partial redemption under Section 5.2.

4.9 Ownership of Notes

(a) The registered holder for the time being of any Note shall be entitled to the principal, premium, if any, and/or interest evidenced by such instruments, respectively, free from all equities or rights of set-off or counterclaim between the Issuer and the original or any intermediate holder thereof (except in respect of equities of which the Issuer is required to take notice by law) and all Persons may act accordingly and the receipt of any such registered holder for any such principal, premium, if any, or interest shall be a good discharge to the Trustee, any registrar and to the Issuer for the same and none shall be bound to inquire into the title of any such registered holder.

(b) Where Notes are registered in more than one name, the principal, premium, if any, and interest from time to time payable in respect thereof may be paid to the order of all or any of such holders, failing written instructions from them to the contrary, and the receipt of any one of such holders therefor shall be a valid discharge, to the Trustee, any registrar and to the Issuer.

(c) Unless otherwise required by law, the Person in whose name any Note is registered shall for all the purposes of this Note Indenture be and be deemed to be the owner thereof and payment of or on account of the principal of and premium, if any, on such Note and interest thereon shall be made only to or upon the order in writing of such registered holder.

(d) Notwithstanding any other provision of this Note Indenture, all payments in respect of Notes represented by a Global Note shall be made to the Depository or its Nominee for subsequent payment by the Depository or its Nominee to holders of beneficial interest in such Global Notes.

(e) None of the Issuer, the Trustee and any registrar or paying agent will be bound to take notice of or see to the performance or observance of any duty owed to a third Person, whether under a trust, express, implied, resulting or constructive, in respect of any Note by the registered holder or any Person whom the Issuer or the Trustee treats, as permitted or required by law, as the owner or the registered holder of such Note, and may transfer the same on the direction of the Person so treated or registered as the holder of the Note, whether named as Trustee or otherwise, as though that Person were the beneficial owner of the Note.

(f) In the case of the death of one or more joint registered Noteholders, the principal, premium, if any, and interest on fully registered Notes may be paid by cheque to the survivor or survivors of such registered Noteholders whose receipt therefor shall constitute a valid discharge to the Trustee and any other agent and to the Issuer, unless such cheque is not paid at par on presentation at any one of the places where such principal, premium, if any, and interest is, by the terms of such Note, made payable.

ARTICLE 5
REDEMPTION AND PURCHASE OF NOTES

5.1 Optional Redemption of Notes

The Issuer shall have the right at its option to redeem either in whole at any time or in part from time to time before the Maturity Date the Notes issued hereunder of any series which by their terms are made so redeemable (subject, however, to any applicable restriction on the redemption of Notes of such series) at such premium (if any) and on such date or dates and in accordance with such other provisions as shall have been determined at the time of issue of such Notes and as shall have been expressed in this Note Indenture or in the Written Direction of the Issuer or supplemental indenture authorizing or providing for the issue thereof.

5.2 Partial Redemption of Notes

(a) If less than all the Notes of any series for the time being outstanding are to be redeemed, then, unless otherwise provided herein or in the Written Direction of the Issuer or supplemental indenture providing for the issue of such series, the Issuer shall in each such case, at least 15 days before the date upon which the notice of redemption is to be given, notify the Trustee by Written Direction of the Issuer of its intention to redeem Notes and of the aggregate principal amount of Notes so to be redeemed. The Notes so to be redeemed shall be selected by the Trustee by lot or in such other manner as the Trustee may deem equitable and expedient. For this purpose, the Trustee may make, and from time to time amend, regulations with regard to the manner in which such Notes may be so selected. Regulations so made shall be valid and binding upon all Noteholders notwithstanding the fact that, as a result thereof, one or more of such Notes become subject to redemption in part only.

(b) Notes in denominations in excess of $5,000 may be selected and called for redemption in part only (such part being $1,000 or an integral multiple thereof) and, unless the context otherwise requires, references to Notes in this Article 5 shall be deemed to include any such part of the principal amount of Notes which shall have been so selected and called for redemption. The holder of any Note called for redemption in part only, upon surrender of such Note for payment as required by Section 5.8, shall be entitled to receive, without expense to such Noteholder, one or more new Notes for the unredeemed part of the Note so surrendered, and the Issuer shall execute and the Trustee shall certify and deliver, at the expense of the Issuer, such new Note or Notes upon receipt of the Note so surrendered.

5.3 Notice of Redemption

Unless the provisions attaching to any series of Notes provide otherwise, notice of intention to redeem any Notes shall be given by or on behalf of the Issuer in the following manner:

(a) notice of intention to redeem such Notes shall be given in the manner provided in Section 13.2 not less than 10 nor more than 60 days prior to the date specified for redemption, provided that the accidental omission to mail or deliver any such notice or the non-receipt of any such notice by any such Noteholder or Noteholders shall not invalidate or otherwise prejudicially affect the redemption of such Notes; and

(b) every notice of redemption shall specify the redemption date and the redemption price, the place or places of payment and shall state that if the Notes specified in such notice be not presented for redemption on such redemption date all interest thereon shall cease from and after the said date, and if a Note is to be redeemed in part only, shall also specify that part of the principal amount thereof so to be redeemed.

5.4 Notes Due on Redemption Dates

Upon notice having been given as aforesaid, all the Notes so called for redemption shall thereupon be and become due and payable at the redemption price, on the redemption date specified in such notice, in the same manner and with the same effect as if it were the Maturity Date specified in such Notes, anything therein or herein to the contrary notwithstanding, and from and after such redemption date, if the moneys necessary to redeem such Notes shall have been deposited as hereinafter provided and affidavits or other proof satisfactory to the Trustee as to the giving of such notices shall have been lodged with it, such Notes shall not be considered as outstanding hereunder and interest upon such Notes shall cease to accrue after the redemption date. In case any question shall arise as to whether any notice has been given as above provided and any such deposit made, such question shall be decided by the Trustee whose decision shall be final and binding upon all parties in interest.

5.5 Deposit of Redemption Moneys

Upon Notes having been called for redemption as hereinbefore provided, the Issuer shall deposit with the Trustee or any Paying Agent to the order of the Trustee, on or before the redemption date fixed in the notice of the redemption thereof, such sums as may be sufficient to pay the redemption price of the Notes so to be redeemed together with the Trustee's estimate of the reasonable charges and expenses to be incurred by it in connection with such redemption. From the sums so deposited the Trustee shall pay or cause to be paid to the holders of such Notes so called for redemption, upon surrender of such Notes, the principal, interest and premium (if any) to which they are respectively entitled on redemption.

5.6 Failure to Surrender Notes Called for Redemption

In case the holder of any such Note so called for redemption shall within 30 days from the date fixed for redemption fail to so surrender any of his Notes or shall not within such time accept payment of the redemption moneys payable in respect thereof or give such receipt therefor (if any) as the Trustee may require, such redemption moneys shall be set aside in trust for such Noteholder, at such rate of interest as the Depository may allow, either in the deposit department of the Trustee or in some chartered bank in Canada and such setting aside shall for all purposes be deemed a payment to the Noteholder of the sum so set aside, and to that extent such Notes shall thereafter not be considered as outstanding hereunder and the Noteholder shall have no right except to receive payment out of the moneys so paid and deposited upon surrender and delivery of his Note or Notes of the redemption price of such Note or Notes, plus such interest thereon (if any) as the Depository may allow.

5.7 Cancellation

(a) All Notes redeemed or purchased by the Issuer under this Article 5 shall forthwith be delivered to the Trustee and shall be cancelled by it and no Notes shall be issued in substitution therefor.

(b) All matured Notes shall likewise be delivered to the Trustee and cancelled by it and no Notes shall be issued in substitution therefor.

5.8 Surrender of Notes for Cancellation

If the principal moneys due upon any Note issued hereunder shall become payable by redemption or otherwise before the Maturity Date thereof, the Person presenting such Note for payment must surrender the same for cancellation, the Issuer nevertheless paying or causing to be paid the interest accrued and unpaid thereon (computed on a per diem basis to the redemption date).

5.9 Purchase of Notes

Unless the provisions attaching to any series of Notes provide otherwise, and provided that no Event of Default has occurred and is continuing, the Issuer may purchase all or any of the Notes in the market (which shall include purchase from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender or by private contract at any price. If, upon an invitation for tenders, more Notes are tendered at the same lowest price than the Issuer is prepared to accept, the Notes to be purchased by the Issuer will be selected by the Trustee on a pro rata basis, by lot, or in such other manner as the Trustee may deem equitable and expedient, from the Notes tendered by each tendering Noteholder who tendered at such lowest price. For this purpose the Trustee may make, and from time to time amend, regulations with respect to the manner in which Notes may be so selected and regulations so made shall be valid and binding upon all Noteholders, notwithstanding the fact that, as a result thereof, one or more of such Notes become subject to purchase in part only. If only part of a Note is purchased, the holder of such Note upon surrender of such Note for payment shall be entitled to receive without expense to such Noteholder one or more new Notes for the part of the Note so surrendered which is not being purchased, and the Issuer shall execute and the Trustee shall certify and deliver, at the expense of the Issuer, such new Note or Notes upon receipt of the Note so surrendered.

ARTICLE 6
COVENANTS OF THE ISSUER

6.1 General Covenants

The Issuer covenants with the Trustee that so long as any Notes remain outstanding:

(a) the Issuer will duly and punctually pay or cause to be paid to the holder of every Note issued hereunder the principal of such Note and the premium, if any, and interest accrued thereon (including, in case of Default, interest on all amounts overdue at the rate specified therein) on the dates and at the places, in the currencies, and in the manner mentioned herein and in such Notes;

(b) the Issuer shall maintain its existence in good standing under the laws of the jurisdiction of its formation and register and qualify and remain registered and qualified to carry on business in all jurisdictions where the character of the properties owned by it or the nature of the business transacted by it makes such registration or qualification necessary, except as otherwise permitted by Article 10 and except to the extent that failure to be in good standing or to be so registered or qualified does not have a Material Adverse Effect;

(c) the Issuer shall cause each of its Restricted Subsidiaries to maintain its existence in good standing under the laws of the jurisdiction of its formation and shall cause each such Restricted Subsidiary to register and qualify and remain registered and qualified to carry on business in all jurisdictions where the character of the properties owned by it or the nature of the business transacted by it makes such registration or qualification necessary, except to the extent that failure to be in good standing or to be so registered or qualified does not have a Material Adverse Effect;

(d) the Issuer shall and shall cause each of its Restricted Subsidiaries to pay or cause to be paid all Taxes, levies, assessments and other governmental charges validly levied, assessed or imposed upon it, or upon its properties or any part thereof, as and when the same become due and payable, except to the extent that failure to do so does not have a Material Adverse Effect or except to the extent and for so long as the Issuer or any such Restricted Subsidiary shall contest the same in good faith by appropriate proceedings and has established reasonable reserves therefor in accordance with GAAP;

(e) the Issuer shall or shall cause all of its property and the property of each of its Restricted Subsidiaries which is of a character usually insured by business entities operating like businesses to be insured with reputable and financially sound insurers consistent with industry practice for business entities operating like businesses, except to the extent failure to do so does not have a Material Adverse Effect and provided that such insurance may provide for self insurance, deductibles, exclusions and other limitations as are in accordance with industry practice; and

(f) the Issuer shall give notice in writing to the Trustee of the occurrence of any Event of Default which is continuing forthwith upon becoming aware thereof and without waiting for the Trustee to take any further action, and specifying the nature of such Event of Default and the steps taken or proposed to be taken to remedy the same.

6.2 Compliance Certificate

The Issuer will deliver to the Trustee, within 90 days after the end of each of its fiscal years and, in any event, within 10 Business Days after the filing of its Financial Statements (as provided below), an Officer's Certificate stating that in the course of the performance by the signer thereof of his duties as an officer of the Issuer, he would normally have knowledge of any Default or Event of Default and certifying that no Default or Event of Default has occurred and is continuing or, if such is not the case, setting forth with reasonable particulars the circumstances of any failure to comply. For certainty, for purposes of this Section 6.2, such compliance shall be determined without regard to any period of grace or requirement of notice in this Note Indenture.

6.3 Provision of Financial Statements

The Issuer will provide the Trustee, and the Trustee shall deliver to the Holders, a copy of all Financial Statements at the same time as they are required to be filed under Applicable Securities Legislation. Any such obligation to provide such Financial Statements shall continue in the event that the Issuer ceases to be a "reporting issuer" (or its equivalent) as if it had continued to be a "reporting issuer" (or its equivalent), provided that notwithstanding the foregoing, all Financial Statements will be deemed to have been provided to the Trustee and the Holders once filed on the System for Electronic Document Analysis and Retrieval (SEDAR).

6.4 Designation of Restricted and Unrestricted Subsidiaries

The Issuer may from time to time:

(a) designate that any Subsidiary shall be a Restricted Subsidiary if such designation would not cause a Default or an Event of Default and, at the time of and after giving effect to any such designation, the ratio of Funded Debt to Total Capitalization would not exceed 70%;

(b) designate that any Restricted Subsidiary shall cease to be a Restricted Subsidiary if such designation would not cause a Default or an Event of Default and, at the time of and after giving effect to any such designation, the ratio of Funded Debt to Total Capitalization would not exceed 70%; and

(c) may redesignate any Subsidiary which is not a Restricted Subsidiary to be a Restricted Subsidiary; provided that if required pursuant to Section 6.5, such Restricted Subsidiary becomes a Guarantor pursuant to Section 6.5 within 10 Business Days of the date on which it is so designated.

6.5 Issuance of Subsidiary Guarantee

(a) If any Restricted Subsidiary that is not a Guarantor provides a Subsidiary Guarantee in respect of the indebtedness, obligations and liabilities of the Issuer under the Credit Facilities, then the Issuer shall:

(i) cause such Restricted Subsidiary to execute and deliver to the Trustee a Subsidiary Guarantee substantially in the form contemplated by Article 14 pursuant to which such Restricted Subsidiary shall unconditionally guarantee all of the Note Indenture Obligations; and

(ii) deliver to the Trustee an Opinion of Counsel that such Subsidiary Guarantee has been duly authorized, executed and delivered by such Restricted Subsidiary and constitutes a legal, valid, binding and enforceable obligation of such Restricted Subsidiary subject only to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to general principles of equity.

(b) The Issuer may cause any other Restricted Subsidiary of the Issuer to issue a Subsidiary Guarantee of all of the Note Indenture Obligations and become a Guarantor, provided that any such Subsidiary Guarantee shall be released by the Trustee on the request of the Issuer if the Issuer designates that such Guarantor shall cease to be a Restricted Subsidiary in accordance with Section 6.4.

(c) At any time the indebtedness, obligations and liabilities of the Issuer under the Credit Facilities or any replacement or any Subsidiary Guarantee thereof referred to in Section 6.5(a)(i) are repaid or released without further obligation by such Restricted Subsidiary, such Restricted Subsidiary need no longer be required to be a Guarantor for purposes of Section 6.5(a)(i), and the Trustee shall promptly execute such documents and instruments, as the Issuer or such Restricted Subsidiary may request to evidence the termination of the applicable Subsidiary Guarantee.

6.6 Appointments to Fill Vacancies in Trustee's Office

The Issuer, whenever necessary to avoid or fill a vacancy in the office of trustee, will appoint a qualified trustee, so that there shall at all times be a Trustee hereunder.

6.7 To Pay Trustee's Remuneration

The Issuer will pay the Trustee reasonable remuneration for its service as Trustee hereunder and will repay to the Trustee on demand all moneys which shall have been paid by the Trustee in and about the execution of the trusts hereby created (including the compensation and disbursements of the Trustee's Counsel on the basis of a solicitor and his own client and all other advisors and assistants not regularly in the Trustee's employ), with interest, if demanded by the Trustee, at a rate equal to the Prime Rate from 30 days after the date of the invoice from the Trustee to the Issuer in respect of such expenditure until payment. Such moneys and the interest thereon, including the Trustee's remuneration, shall be payable out of any funds coming into the possession of the Trustee in priority to any of the Notes or interest thereon. The said remuneration shall continue to be payable until the trusts hereof are finally wound up and whether or not the trusts of this Note Indenture shall be in the course of administration by or under the direction of the court. Without limiting the generality of the foregoing provisions of this Section 6.7, the costs to be paid to the Trustee shall include all costs, charges and expenses of the Trustee in connection with the provision of waivers and consents and the recovery or enforcement or repayment of the Notes or any part thereof.

6.8 Trustee May Perform Covenants

If the Issuer shall fail to perform any covenant on its part herein contained, the Trustee may in its discretion, but (subject to Section 7.2) need not, notify the Noteholders of such failure or itself may perform any of said covenants 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, or with money borrowed by or advanced to it for such purposes, but shall be under no obligation so to do. All sums so expended or advanced shall be repayable by the Issuer in the manner provided in Section 6.7, but no such performance or payment shall be deemed to relieve the Issuer from any default hereunder.

6.9 Limitation on Liens

The Issuer shall not, and shall not permit a Restricted Subsidiary to, create, incur, assume or suffer to exist any Lien securing Debt, except for Permitted Liens, upon or with respect to any of its undertaking, business, revenues or income, properties, rights or assets, whether now owned or hereafter acquired or owned, unless it causes the Notes to be secured equally and rateably with such Lien until such time as such Lien is discharged or becomes a Permitted Lien.

6.10 Incurrence of Funded Debt

The Issuer shall not and shall not permit any of its Restricted Subsidiaries to create, assume or otherwise incur any Funded Debt if at the time of such creation, assumption or incurrence and after giving effect thereto, the ratio of Funded Debt to Total Capitalization would exceed 70%; provided, however, for purposes of this Section 6.10, any rollover, conversion, extension of the term or substantially concurrent refinancing or other refunding of an existing obligation in respect of Funded Debt under a line of credit or other credit facility with a bank or banks or other lending institutions shall be deemed not to be the creation, assumption or other incurrence of any Funded Debt, except to the extent of an increase in the principal amount thereof.

6.11 Restricted Subsidiary Debt

The Issuer shall not permit its Restricted Subsidiaries which are not Guarantors to create, assume or otherwise incur Funded Debt which, in the aggregate, exceeds 10% of Consolidated Total Assets.

6.12 Repurchase upon Change of Control Triggering Event

(a) If a Change of Control Triggering Event occurs, unless the Issuer has exercised its optional right to redeem or repurchase all of the Notes pursuant to the terms of this Note Indenture, the Issuer will make an offer to repurchase all or, at the option of any Noteholder, any part (equal to $1,000 or an integral multiple thereof) of such Noteholder's Notes pursuant to the offer described below (the "**Change of Control Offer**"), at a purchase price payable in cash equal to 101% of the aggregate outstanding principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, the Issuer will give written notice to the Trustee and the Noteholders describing the transaction or transactions that constitute the Change of Control Triggering Event and offer to repurchase the Notes on the date specified in the notice (the "**Change of Control Payment Date**"), which date will be no earlier than 30 days and no later than 60 days from the date such notice is given, pursuant to the procedures required herein and described in such notice. The Issuer will comply with the requirements of Applicable Securities Legislation and regulations in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such Applicable Securities Legislation and regulations conflict with the provisions hereof relating to a Change of Control Offer, the Issuer will be required to comply with such laws and regulations and will not be deemed to have breached its obligations to repurchase the Notes by virtue of such conflict.

(c) On the Change of Control Payment Date, the Issuer will be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(ii) deposit with the Trustee an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes which have been properly accepted by the Issuer as provided for in Section 6.12(c)(i) together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

(d) The Trustee will promptly mail to each Noteholder who properly tendered Notes, the purchase price for such Notes and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each such Noteholder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each new Note will be in a principal amount of $1,000.00 or an integral multiple thereof.

(e) The Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes such an offer substantially in the manner, at the times and in compliance with the requirements for a Change of Control Offer (and for at least the same purchase price payable in cash) and such third party purchases all Notes properly tendered and not withdrawn under its offer.

(f) In the event that Holders of not less than 90% of the aggregate principal amount of the outstanding Notes accept a Change of Control Offer and the Issuer purchases all of the Notes held by such Holders, the Issuer will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer described above, to redeem all of the Notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest on the Notes that remain outstanding, to the applicable date of redemption (subject to the right of Holders of record on the relevant record date to receive interest due on an Interest Payment Date that is on or prior to the date of redemption).

6.13 SEC Reporting

The Issuer confirms that as at the date of this Note Indenture it does not have a class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act of 1934 (the "**US Securities Exchange Act**") or have a reporting obligation pursuant to Section 15(d) of the US Securities Exchange Act. The Issuer covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the US Securities Exchange Act or the Issuer shall incur a reporting obligation pursuant to Section 15(d) of the US Securities Exchange Act, or (ii) any such registration or reporting obligation shall be terminated by the Issuer in accordance with the US Securities Exchange Act, the Issuer shall promptly deliver to the Trustee an Officer's Certificate (in a form provided by the Trustee) notifying the Trustee of such registration or termination and such other information as the Trustee may require at the time. The Issuer acknowledges that the Trustee is relying upon the foregoing representation and covenants in order to meet certain SEC obligations with respect to those clients who are filing with the SEC.

6.14 Waiver of Covenants

The Issuer may omit in any particular instance to comply with any term, provision or condition set forth in this Article 6 if, before or after the time for such compliance, the Holders waive such compliance in such instance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

ARTICLE 7
DEFAULT AND ENFORCEMENT

7.1 Events of Default and Waiver

Upon the happening of one or more of the following events (each an "Event of Default") (other than the happening of an event applicable to a Restricted Subsidiary that the Issuer could declare to be no longer a Restricted Subsidiary in compliance with Section 6.4(b), provided that such declaration is made within 10 days of notice by the Issuer to the Trustee of such event):

(a) if the Issuer defaults in payment of the principal of or premium (if any) or interest on any Note when the same becomes due and payable under any provision hereof or of the Notes and such default continues for a period of five (5) Business Days after written notice to the Issuer from the Trustee that such amount is overdue;

(b) if a decree or order of a court having jurisdiction is entered adjudging the Issuer or a Restricted Subsidiary a bankrupt or insolvent under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or any other bankruptcy, insolvency or analogous laws, or appointing a receiver, receiver and manager or receiver- manager of, or of any substantial part of the property of, the Issuer or a Restricted Subsidiary or ordering the winding-up or liquidation of the affairs of the Issuer or a Restricted Subsidiary, and any such decree or order or appointment continues unstayed and in effect for a period of 60 consecutive days;

(c) if a resolution is passed for the dissolution, winding-up or liquidation of the Issuer or a Restricted Subsidiary (except in the course of carrying out or pursuant to a transaction where the business of the Issuer continues to be carried on by a Successor and where the conditions with respect thereto, as set forth herein, have been satisfied) or if the Issuer or a Restricted Subsidiary institutes proceedings to be adjudicated a bankrupt or insolvent or consents to the institution of bankruptcy or insolvency proceedings against it under the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada) or any other bankruptcy, insolvency or analogous laws; or, if the Issuer or a Restricted Subsidiary consents to or otherwise becomes subject to the appointment of a receiver, receiver and manager or receiver-manager of, or of any substantial part of, the property of the Issuer or a Restricted Subsidiary; or, if the Issuer or a Restricted Subsidiary makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due or takes corporate, partnership or other action in furtherance of any of the aforesaid purposes;

(d) if the Issuer or any of its Restricted Subsidiaries defaults (which default has not been waived or cured) (i) under any obligation to repay when due outstanding Debt (other than Non-Recourse Debt and other than in respect of the Notes) in excess of the greater of $90,000,000 and 2% of Consolidated Total Assets and after all applicable grace or curative periods have expired or (ii) in the performance or observance of any other agreement or condition in respect of outstanding Debt (other than Non-Recourse Debt and other than in respect of the Notes) in excess of the greater of $90,000,000 and 2% of Consolidated Total Assets if, as a result thereof, the requirement to repay such Debt has been accelerated upon exercise of any right of a creditor or otherwise;

(e) if an encumbrancer takes possession of all of the property of the Issuer or a Restricted Subsidiary (other than Non-Recourse Assets) or any part thereof which is a substantial part of the property of the Issuer on a consolidated basis, or if any process of execution is levied or enforced upon or against all of the property of the Issuer or a Restricted Subsidiary or any part thereof which is a substantial part of the property of the Issuer on a consolidated basis and remains unsatisfied for such period as would permit any such property to be sold thereunder, unless such process is in good faith contested by the Issuer or the Restricted Subsidiary; and

(f) if the Issuer shall neglect to observe or perform in any material respect any other covenant herein contained required to be observed or performed and, after notice in writing has been given by the Trustee to the Issuer specifying such default and requiring the Issuer to remedy the same (which notice shall be given by the Trustee upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Notes then outstanding), the Issuer shall fail to remedy such default within a period of 45 days, unless the Trustee (having regard to the subject matter of the default) shall have agreed to a longer period, and in such event, within the period agreed to by the Trustee;

then in each and every such event the Trustee may in its discretion and shall upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Notes then outstanding (or, if more than one series of Notes is outstanding, in the case of default in the payment of principal, premium or interest in respect of any one or more series of Notes or in any material covenant or condition which by its terms is effective only so long as Notes of one or more series are outstanding, signed by the holders of not less than 25% in principal amount of the Notes of all such series so in default then outstanding), subject to the provisions of Section 7.3, by notice in writing to the Issuer declare the principal of and premium (if any) and interest on all Notes then outstanding (and, where such declaration is based upon a voluntary winding-up or liquidation of the Issuer or where otherwise not contrary to law, the premium (if any) thereon which would have been payable if the Issuer had redeemed the Notes (otherwise than out of sinking fund moneys) on the date of such declaration) and all other moneys outstanding hereunder to be due and payable and the same shall forthwith become immediately due and payable to the Trustee, anything therein or herein to the contrary notwithstanding, and the Issuer shall forthwith pay to the Trustee for the benefit of the Noteholders such principal, premium (if any) as aforesaid, and accrued and unpaid interest and all other moneys outstanding hereunder, together with interest at the rate borne by the Notes on such principal, premium (if any), interest and such other moneys from the date of the said declaration until payment is received by the Trustee. Such payment when made shall be deemed to have been made in discharge of the Issuer's obligations hereunder and any moneys so received by the Trustee shall be applied in the manner provided in Section 7.6.

7.2 Notice of Events of Default

If an Event of Default shall occur and be continuing the Trustee shall, within 10 days after it becomes aware of the occurrence of such Event of Default, give notice of such Event of Default to the Noteholders in the applicable manner provided in Section 13.2, provided that, notwithstanding the foregoing, unless the Trustee shall have been requested to do so by the holders of at least 25% of the principal amount of the Notes then outstanding, the Trustee shall not be required to give such notice if the Trustee in good faith shall have determined that the withholding of such notice is in the best interests of the Noteholders and shall have so advised the Issuer in writing.

7.3 Waiver of Default

Upon the happening of any Event of Default hereunder, other than default in payment of any Notes at Maturity:

(a) Noteholders holding at least a majority in aggregate principal amount of the outstanding Notes shall have the power (in addition to the powers exercisable by Extraordinary Resolution as hereinafter provided) either by a meeting or by an instrument in writing to instruct the Trustee to waive any Event of Default and to cancel any declaration made by the Trustee pursuant to Section 7.1 and the Trustee shall thereupon waive the Event of Default and cancel such declaration, or either, upon such terms and conditions as shall be prescribed in such resolution or instrument; and

(b) the Trustee, so long as it has not become bound to declare the principal of and premium (if any) and interest on the Notes then outstanding to be due and payable, or to obtain or enforce payment of the same, shall have power to waive any Event of Default if, in the Trustee's opinion, the same shall have been cured or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofore made by the Trustee in the exercise of its discretion, upon such terms and conditions as the Trustee may deem advisable.

No such act or omission either of the Trustee or of the Noteholders shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

7.4 Enforcement by the Trustee

(a) Subject to the provisions of Section 7.3 and to the provisions of any Extraordinary Resolution that may be passed by the Noteholders, in case the Issuer shall fail to pay to the Trustee, forthwith after the same shall have been declared to be due and payable under Section 7.1, the principal of and premium (if any) and interest on all Notes then outstanding together with any other amounts due hereunder, the Trustee may in its discretion and shall upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Notes then outstanding (or, if more than one series of Notes is outstanding, in the case of default in the payment of principal, premium or interest in respect of any one or more series of Notes or in any material covenant or condition which by its terms is effective only so long as Notes of one or more series are outstanding, signed by the holders of not less than 25% in principal amount of the Notes of all such series so in default then outstanding) and upon being indemnified to its reasonable satisfaction against all costs, expenses and liabilities to be incurred, proceed in its name as Trustee hereunder to obtain or enforce payment of the said principal of and premium (if any) and interest on all the Notes then outstanding together with any other amounts due hereunder by such proceedings authorized by this Note Indenture or by law or equity as the Trustee in such request shall have been directed to take, or if such request contains no such direction, or if the Trustee shall act without such request, then by such proceedings authorized by this Note Indenture or by suit at law or in equity as the Trustee shall deem expedient.

(b) The Trustee shall be entitled and empowered, either in its own name or as Trustee of an express Issuer, or as attorney-in-fact for the Noteholders or in any one or more of such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the claims of the Trustee and of the Noteholders allowed in any insolvency, bankruptcy, liquidation or other judicial proceedings relative to the Issuer or its creditors or relative to or affecting its property. The Trustee is hereby irrevocably appointed (and the successive respective Noteholders by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective Noteholders with authority to make and file in the respective names of the Noteholders (if known) or on behalf of the Noteholders as a class, subject to deduction from any such claims of the amounts of any claims filed by any of the Noteholders themselves, any proof of debt, amendment of proof of debt, claim, petition or other document in any such proceedings and to receive payment of any sums becoming distributable on account thereof, and to execute any such other papers and documents and to do and perform any and all such acts and things for and on behalf of such Noteholders, as may be necessary or advisable in the opinion of the Trustee, in order to have the respective claims of the Trustee and of the Noteholders against the Issuer or its property allowed in any such proceeding, and to receive payment of or on account of such claims; provided that nothing contained in this Note Indenture shall be deemed to give to the Trustee, unless so authorized by Extraordinary Resolution, any right to accept or consent to any plan of reorganization or otherwise by action of any character in such proceeding to waive or change in any way any right of any Noteholder.

(c) The Trustee shall also have power at any time and from time to time to institute and to maintain such suits and proceedings as it may be advised shall be necessary or advisable to preserve and protect its interests and the interests of the Noteholders.

(d) All rights of action hereunder may be enforced by the Trustee without the possession of any of the Notes or the production thereof on the trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in the name of the Trustee as Trustee of an express trust, and any recovery of judgment shall be for the rateable benefit of the Noteholders subject to the provisions of this Note Indenture. In any proceeding brought by the Trustee (and also any proceeding in which a declaratory judgment of a court may be sought as to the interpretation or construction of any provision of this Note Indenture, to which the Trustee shall be a party) the Trustee shall be held to represent all the Noteholders, and it shall not be necessary to make any Noteholders parties to any such proceeding.

7.5 No Suits by Noteholders

No Noteholder shall have any right to institute any action, suit or proceeding at law or in equity for the purpose of enforcing payment of the principal of or premium (if any) or interest on the Notes or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver, receiver and manager or receiver-manager or for a receiving order under the Bankruptcy and Insolvency Act (Canada) or to have the Issuer wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder, unless (a) such Noteholder shall previously have given to the Trustee written notice of the happening of an Event of Default hereunder; and (b) the Noteholders by Extraordinary Resolution or by written instrument signed by the holders of at least 25% in principal amount of the Notes then outstanding (or, if more than one series of Notes is outstanding, in the case of default in the payment of principal, premium (if any) or interest in respect of any one or more series of Notes or in any material covenant or condition which by its terms is effective only so long as Notes of one or more series are outstanding, signed by the holders of not less than 25% in principal amount of Notes of all such series so in default then outstanding) shall have made a request to the Trustee and the Trustee shall have been afforded reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted or to institute an action, suit or proceeding in its name for such purpose; and (c) the Noteholders, or any of them shall have furnished to the Trustee, when so requested by the Trustee, sufficient funds and security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and (d) the Trustee shall have failed to act within a reasonable time after such notification, request and offer of indemnity and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to any such proceeding.

7.6 Application of Moneys by Trustee

Except as herein otherwise expressly provided any moneys received by the Trustee from the Issuer pursuant to the foregoing provisions of this Article 7, or as a result of legal or other proceedings or from any Trustee in bankruptcy or liquidator of the Issuer, shall be applied, together with any other moneys in the hands of the Trustee available for such purpose, as follows:

(a) first, in payment or in reimbursement to the Trustee of its compensation, costs, charges, expenses, borrowings, advances or other moneys furnished or provided by or at the instance of the Trustee in or about the execution of its Issuers under, or otherwise in relation to, this Note Indenture, with interest thereon as herein provided;

(b) second, but subject as hereinafter in this Section 7.6 provided, in payment, rateably and proportionately to the Noteholders, of the principal of and premium (if any) and accrued and unpaid interest and interest on amounts in default on the Notes which shall then be outstanding in the priority of principal first and then premium (if any) and then accrued and unpaid interest and interest on amounts in default unless otherwise directed by Extraordinary Resolution and in that case in such order or priority as between principal, premium and interest as may be directed by such resolution; and

(c) third, in payment of the surplus, if any, of such moneys to the Issuer or its assigns;

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

7.7 Distribution of Proceeds

Payments to Noteholders pursuant to Section 7.6(b) shall be made as follows:

(a) at least 15 days’ notice of every such payment shall be given in the applicable manner provided in Section 13.2 specifying the time when and the place or places where the Notes are to be presented and the amount of the payment and the application thereof as between principal, premium (if any) and interest;

(b) payment of any Note shall be made upon presentation thereof at any one of the places specified in such notice and any such Note thereby paid in full shall be surrendered, otherwise a memorandum of such payment shall be endorsed thereon; but the Trustee may in its discretion dispense with presentation and surrender for endorsement in any special case upon such indemnity being given as it shall deem sufficient;

(c) from and after the date of payment specified in the notice, interest shall accrue only on the amount owing on each Note after giving credit for the amount of the payment specified in such notice unless the Note in respect of which such amount is owing be duly presented on or after the date so specified and payment of such amount not be made; and

(d) the Trustee shall not be bound to apply or make any partial or interim payment of any moneys coming into its hands if the amount so received by it, after reserving thereout such amount as the Trustee may think necessary to provide for the payments mentioned in Section 7.6(a), is insufficient to make a distribution of at least 3% of the aggregate principal amount of the outstanding Notes, but it may retain the money so received by it and invest or deposit the same as provided in Section 11.9 until the money or the investments representing the same, with the income derived therefrom, together with any other moneys for the time being under its control shall be sufficient for the said purpose or until it shall consider it advisable to apply the same in the manner hereinbefore set forth. The foregoing shall, however, not apply to a final payment in distribution hereunder.

7.8 Remedies Cumulative

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

7.9 Judgment Against the Issuer

The Issuer covenants and agrees with the Trustee that, in case of any judicial or other proceedings to enforce the rights of the Noteholders, judgment may be rendered against it in favour of the Noteholders or in favour of the Trustee, as Trustee for the Noteholders, for any amount which may remain due in respect of the Notes and the interest thereon and any other moneys owing hereunder.

7.10 Immunity of Shareholders and Others

The Noteholders and the Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future incorporator, shareholder, director, officer or employee of the Issuer, and any past, present or future director, officer or employee of any Guarantor for the payment of the principal of or premium (if any) or interest on any of the Notes or on any covenant, agreement, representation or warranty or determination by the Issuer or the directors herein or in the Notes or otherwise in respect of any matter relating to this Note Indenture or the Notes.

7.11 Trustee Appointed Attorney

The Issuer hereby irrevocably appoints the Trustee to be the attorney of the Issuer in the name and on behalf of the Issuer to execute any instruments and do any acts and things which the Issuer ought to execute and do, and has not executed or done, under the covenants and provisions contained in this Note Indenture and generally to use the name of the Issuer in the exercise of all or any of the powers hereby conferred on the Trustee, with full powers of substitution and revocation.

ARTICLE 8
DISCHARGE AND DEFEASANCE

8.1 Discharge of Note Indenture

This Note Indenture will cease to be of further effect as to all Notes issued hereunder, when:

(a) either:

(i) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation; or

(ii) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a Redemption Notice or otherwise or will become due and payable within one year and the Issuer has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in Canadian dollars, non-callable

Government Securities, or a combination of cash in Canadian dollars and non-callable Government Securities, in amounts as will be sufficient to pay and discharge the principal, premium, if any, and accrued interest to the Maturity Date or date of redemption;

(b) no Default or Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer or any Restricted Subsidiary is a party or by which the Issuer or any Restricted Subsidiary is bound;

(c) the Issuer or any Guarantor has paid or caused to be paid all sums payable by the Issuer under this Note Indenture; and

(d) the Issuer has delivered irrevocable instructions to the Trustee under this Note Indenture to apply the deposited money toward the payment of the Notes at Maturity or the redemption date, as the case may be.

8.2 Repayment of Unclaimed Moneys

Any moneys set aside under Section 5.5 or Section 8.1 and not claimed by and paid to Noteholders as provided in Section 8.1 within three years after the date of such setting aside shall be repaid to the Issuer by the Trustee on demand and thereupon the Trustee shall be released from all further liability with respect to such moneys and thereafter the Noteholders in respect of which such moneys were so repaid to the Issuer shall have no rights in respect thereof except to obtain payment of the moneys due thereon from the Issuer up to such time as the right to proceed against the Issuer for recovery of such moneys has become statute barred under the laws of the Province of Alberta.

8.3 Cancellation and Destruction

All matured Notes shall forthwith after payment of all obligations thereunder be delivered to the Trustee or to a Person appointed by it or by the Issuer with the approval of the Trustee and cancelled by the Trustee. All Notes which are cancelled or required to be cancelled under this or any other provision of this Note Indenture shall be destroyed by the Trustee and, if required by the Issuer, the Trustee shall furnish to it a destruction certificate setting out the designating numbers of the Notes so destroyed.

8.4 Defeasance

(a) The Issuer shall be deemed to have fully paid, satisfied and discharged all of the outstanding Notes and the Trustee, at the request and expense of the Issuer, shall execute and deliver proper instruments acknowledging the full payment, satisfaction and discharge of such Notes when, with respect to all of the outstanding Notes:

(i) the Issuer has deposited or caused to be deposited with the Trustee as trust funds or property in trust for the purpose of making payment on such Notes, an amount in money, sufficient to pay, satisfy and discharge the entire amount of principal of, premium, if any, and interest, if any, to the final Maturity or any repayment date or Redemption Dates, as the case may be, of such Notes as will be sufficient to pay and discharge the entire amount of principal and accrued and unpaid interest to the final Maturity or any Redemption Date, as the case may be, of all such Notes;

(ii) the Issuer has paid, caused to be paid or made provisions to the satisfaction of the Trustee for the payment of all other sums payable with respect to all of such

Notes (together with all applicable expenses of the Trustee in connection with the payment of such Notes); and

(iii) the Issuer has delivered to the Trustee an Officer's Certificate stating that all conditions precedent herein provided relating to the payment, satisfaction and discharge of all such Notes have been complied with.

Any deposits with the Trustee referred to in the above provisions shall be irrevocable, subject to certain exceptions and shall be made under the terms of an escrow and/or trust agreement in form and substance satisfactory to the Trustee and which provides for the due and punctual payment of the principal of, premium, if any, and interest on the Notes being satisfied.

(b) Upon the satisfaction of the conditions set forth in Section 8.4(a) with respect to all the outstanding Notes, the terms and conditions of the Notes, including the terms and conditions with respect thereto set forth in this Note Indenture shall, except as expressly provided to the contrary, no longer be binding upon or applicable to the Issuer.

(c) Any funds or obligations deposited with the Trustee pursuant to Section 8.4(a) shall be denominated in the currency or denomination of the Notes in respect of which such deposit is made.

(d) If the Trustee is unable to apply any money in accordance with Section 8.4(a) by reason of any legal proceeding or any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's obligations under this Note Indenture and the affected Notes shall be revived and reinstated as though no money had been deposited pursuant to Section 8.4(a) until such time as the Trustee is permitted to apply all such money in accordance with Section 8.4(a); provided that if the Issuer has made any payment in respect of principal of, premium, if any, or interest on Notes or, as applicable, other amounts because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee.

8.5 Continuance of Rights, Duties and Obligations

(a) Where trust funds or trust property have been deposited pursuant to Section 8.4, the Holders of Notes and the Issuer shall continue to have and be subject to their respective rights, duties and obligations under Article 2 and Article 5.

(b) In the event that, after the deposit of trust funds or trust property pursuant to Section 8.4, the Issuer is required to make an offer to purchase any outstanding Notes, the Issuer shall be entitled to use any trust money or trust property deposited with the Trustee pursuant to Section 8.4 for the purpose of paying to any Holders of such Notes who have accepted any such offer of the total offer price payable in respect of an offer relating to any of Notes. Upon receipt of a Written Direction of the Issuer, the Trustee shall be entitled to pay to such Holder from such trust money or trust property deposited with the Trustee pursuant to Section 8.4 in respect of the Notes which is applicable to the Notes held by such Holders who have accepted any such offer of the Issuer (which amount shall be based on the applicable principal amount of the Notes held by accepting offerees in relation to the aggregate outstanding principal amount of all the Notes).

(c) Notwithstanding anything else in this Section 8.5, all funds remaining after the full payment, satisfaction and discharge of such Notes shall be returned to the Issuer after the deduction of reasonable costs and expenses incurred by the Trustee in remitting the funds to the Holders.

ARTICLE 9
MEETINGS OF HOLDERS

9.1 Purpose, Effect and Convention of Meetings

(a) Wherever in this Note Indenture a consent, waiver, notice, authorization or resolution of the Holders (or any of them) is required, a meeting may be convened in accordance with this Article 9 to consider and resolve whether such consent, waiver, notice, authorization or resolution should be approved by the Holders. A resolution passed by the affirmative votes of the Holders of at least a majority of the outstanding principal amount of the Notes represented and voting on a poll at a meeting of Holders duly convened for the purpose and held in accordance with the provisions of this Note Indenture shall constitute conclusively such consent, waiver, notice, authorization or resolution; provided that an Extraordinary Resolution shall be required wherever in this Note Indenture such consent, waiver, notice, authorization or resolution of the Holders is required to be approved by Extraordinary Resolution or otherwise by Holders of at least 66⅔% in principal amount of the Notes then outstanding.

(b) At any time and from time to time, the Trustee on behalf of the Issuer may and, on receipt of a Written Order or a Holders' Request and upon being indemnified and funded for the costs thereof to the reasonable satisfaction of the Trustee by the Issuer or the Holders signing such Holders' Request, will, convene a meeting of all Holders.

(c) If the Trustee fails to convene a meeting after being duly requested as aforesaid (and indemnified and funded as aforesaid), the Issuer or such Holders may themselves convene such meeting and the notice calling such meeting may be signed by such Person as the Issuer or those Holders designate, as applicable. Every such meeting will be held in Calgary, Alberta or such other place as the Trustee may in any case determine or approve.

9.2 Notice of Meetings

At least 21 days’ notice of any meeting of the Holders shall be given to the Holders of Notes then outstanding in the manner provided in Section 13.2 and a copy of such notice shall be sent to the Trustee, unless the meeting has been called by it, and to the Issuer, unless such meeting has been called by it. Such notice shall state the time when and the place where the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat and it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article. The accidental omission to give notice of a meeting to any Holder of Notes shall not invalidate any resolution passed at any such meeting. A Holder may waive notice of a meeting either before or after the meeting.

9.3 Chairman

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

9.4 Quorum

Subject to this Note Indenture, at any meeting of Notes a quorum shall consist of Holders present in Person or by proxy and representing at least 25% of the principal amount of the outstanding Notes. If a quorum of the Holders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if convened by the Holders or pursuant to a Holders' Request, shall be dissolved, but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day thereafter) at the same time and place and no notice shall be required to be given in respect of such adjourned meeting. At the adjourned meeting, the Holders present in person or by proxy shall constitute a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 25% of the principal amount of the outstanding Notes. Any business may be brought before or dealt with at an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless the required quorum be present at the commencement of business.

9.5 Power to Adjourn

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

9.6 Voting

On a poll each Holder present in person or represented by a duly appointed proxy shall be entitled to one vote in respect of each $1,000 principal amount of Notes of which it is the Holder. A proxy need not be a Holder. In the case of joint registered Holders of a Note, any one of them present in Person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them be present in Person or by proxy, they shall vote together in respect of the Notes of which they are joint Holders.

9.7 Poll

A poll will be taken on every resolution and Extraordinary Resolution submitted for approval at a meeting of Holders, in such manner as the Chairman directs, and the results of such polls shall be binding on all Holders. Every resolution, other than an Extraordinary Resolution, will be decided by a majority of the votes cast on the poll for that resolution. An Extraordinary Resolution will require at least 66⅔% of the votes cast on the poll for that resolution to be in the affirmative in order for it be passed.

9.8 Proxies

A Holder may be present and vote at any meeting of Holders by an authorized representative. The Issuer (in case it convenes the meeting) or the Trustee (in any other case) for the purpose of enabling the Holders to be present and vote at any meeting without producing their Notes, and of enabling them to be present and vote at any such meeting by proxy and of depositing instruments appointing such proxies at some place other than the place where the meeting is to be held, may from time to time make and vary such regulations as it shall think fit providing for and governing any or all of the following matters:

(a) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which the same shall be executed and the production of the authority of any Person signing on behalf of a Holder;

(b) the deposit of instruments appointing proxies at such place as the Trustee, the Issuer or the Holder convening the meeting, as the case may be, may, in the notice convening the meeting, direct and the time, if any, before the holding of the meeting or any adjournment thereof by which the same must be deposited; and

(c) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, faxed, cabled, telegraphed or sent by other electronic means before the meeting to the Issuer or to the Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.

Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only Persons who shall be recognized at any meeting as the Holders of any Notes, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

9.9 Persons Entitled to Attend Meetings

The Issuer and the Trustee, by their directors, officers and employees and the legal advisors of the Issuer, the Trustee or any Holder may attend any meeting of the Holders, but shall have no vote as such.

9.10 Powers Exercisable by Extraordinary Resolution

In addition to the powers conferred upon them by any other provision of this Note Indenture (including Section 7.3) or by law, a meeting of the Holders shall have the following powers exercisable from time to time by Extraordinary Resolution, subject in the case of the matters in paragraphs (i) and (j) to receipt of the prior approval of the exchange, if any, on which any securities of the Issuer are then listed:

(a) power to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Noteholders or the Trustee against the Issuer, or against its property, whether such rights arise under this Note Indenture, the Notes or otherwise;

(b) power to assent to any modification of or change in or addition to or omission from the provisions contained in this Note Indenture or any Note which shall be agreed to by the Issuer and to authorize the Trustee to concur in and execute any indenture supplemental or other instrument hereto embodying any modification, change, addition or omission;

(c) power to direct or authorize the Trustee to exercise any power, right, remedy or authority given to it by this Note Indenture in any manner specified in any such Extraordinary Resolution or to refrain from exercising any such power, right, remedy or authority;

(d) power to restrain any Holder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal, premium, if any, or interest on the Notes, or for the execution of any trust or power hereunder;

(e) power to direct any Holder who, as such, has brought any action, suit or proceeding to stay or discontinue or otherwise deal with the same upon payment, if the taking of such suit, action or proceeding shall have been permitted pursuant to the terms of the Note Indenture, of the costs, charges and expenses reasonably and properly incurred by such Holder in connection therewith;

(f) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any Equity Interests or other securities of the Issuer;

(g) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise, and to direct the Trustee to exercise, on behalf of the Holders, such of the powers of the Holders as are exercisable by Extraordinary Resolution or other resolution as shall be included in the resolution appointing the committee, provided that the following terms shall apply to the appointment of such committee:

(i) the resolution making such appointment may provide for payment of the expenses and disbursements of and compensation to such committee;

(ii) such committee shall consist of such number of Persons as shall be prescribed in the resolution appointing it and the members need not be themselves Holders;

(iii) every such committee may elect its chairman and may make regulations respecting its quorum, the calling of its meetings, the filling of vacancies occurring in its number and its procedure generally, and such regulations may provide that the committee may act at a meeting at which a quorum is present or may act by minutes signed by the number of members thereof necessary to constitute a quorum; and

(iv) all acts of any such committee within the authority delegated to it shall be binding upon all Holders;

(h) power to remove the Trustee from office and to appoint a new Trustee or Trustees provided that no such removal shall be effective unless and until a new Trustee or Trustees shall have become bound by this Note Indenture;

(i) power to sanction the exchange of the Notes for or the conversion thereof into shares, units, bonds, notes or other securities or obligations of the Issuer or of any other Person formed or to be formed;

(j) power to authorize the distribution in specie of any shares, units, bonds, Notes, securities or other obligations received pursuant to a transaction authorized under the provisions of Section 9.10(i);

(k) power to authorize the Issuer and the Trustee to grant extensions of time for payment of interest on any of the Notes, whether or not the interest, the payment in respect of which is extended, is at the time due or overdue; and

(l) power to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders or by any committee appointed pursuant to Section 9.10(g).

9.11 Powers Cumulative

Any one or more of the powers in this Note Indenture stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers from time to time shall not be deemed to exhaust the rights of the Holders to exercise the same or any other such power or powers thereafter from time to time. No powers exercisable by Extraordinary Resolution will derogate in any way from the rights of the Issuer pursuant to this Note Indenture.

9.12 Minutes

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

9.13 Instruments in Writing

Any action which may be taken and any power which may be exercised by the Holders at a meeting held as provided in this Article 9 may also be taken and exercised by the Holders of not less than 50% of the aggregate principal amount of the outstanding Notes by a signed instrument in writing, except for matters required to be approved by Extraordinary Resolution in which case such matter may be approved by an instrument in writing signed by 66⅔% of the aggregate principal amount of outstanding Notes, and the expressions "resolution" or "Extraordinary Resolution" when used in this Note Indenture will include instruments so signed. Notice of any resolution or Extraordinary Resolution passed in accordance with this Section 9.13 will be given by the Trustee to the Holders within 30 days of the date on which such resolution or Extraordinary Resolution was passed.

9.14 Binding Effect of Resolutions

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article at a meeting of Holders shall be binding upon all the Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 9.13 shall be binding upon all the Holders, whether signatories thereto or not, and each and every Holder and the Trustee (subject to the provisions for its indemnity herein contained) shall, subject to applicable law, be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

9.15 Evidence of Rights of Holders

(a) Any request, direction, notice, consent or other instrument which this Note Indenture may require or permit to be signed or executed by the Holders may be in any number of concurrent instruments of similar tenor signed or executed by such Holders. Proof of the execution of any such request, direction, notice, consent or other instrument or of a writing appointing any such attorney will be sufficient for any purpose of this Note Indenture if the fact and date of the execution by any Person of such request, direction, notice, consent or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgements of deeds to be recorded at the place where such certificate is made, that the Person signing such request, direction, notice, consent or other instrument or writing acknowledged to such notary public or other officer the execution thereof, or by an affidavit of a witness of such execution or in any other manner which the Trustee may consider adequate.

(b) Notwithstanding Section 9.15(a), the Trustee may, in its discretion, require proof of execution in cases where it deems proof desirable and may accept such proof as it shall consider proper.

9.16 Serial Meetings

(a) If any business to be transacted at a meeting of Noteholders, or any action to be taken or power to be exercised by instrument in writing under Section 9.13, specifically affects the rights of the Noteholders of one or more series in a manner or to an extent substantially differing from that in or to which it affects the rights of the Noteholders of any other series then:

(i) reference to such fact, indicating each series so specifically affected, shall be made in the notice of such meeting and the meeting shall be and is herein called a "**Serial Meeting**"; and

(ii) the holders of Notes of a series so specifically affected shall not be bound by any action taken at a Serial Meeting or by instrument in writing under Section 9.13 unless in addition to compliance with the other provisions of this Article 9:

(A) at such Serial Meeting:

(I) there are present in person or by proxy holders of at least 25% (or for the purpose of passing an Extraordinary Resolution, holders of at least 50%) of the aggregate outstanding principal amount of the Notes of such series, subject to the provisions of this Article 9 as to quorum at adjourned meetings; and

(II) the ordinary resolution is passed by the affirmative votes of the holders of a majority (or in the case of an Extraordinary Resolution not less than 66 2/3%) of the aggregate outstanding principal amount of Notes of such series on the resolution; or

(B) in the case of action taken or power exercised by instrument in writing under Section 9.13, such instrument is signed in one or more counterparts by the holders of a majority (or in the case of an Extraordinary Resolution, at least 66 2/3%) of the aggregate principal amount of the outstanding Notes of such series;

provided, however, that, notwithstanding the foregoing and Section 9.16(c), if any business to be transacted at a meeting of Noteholders or any action to be taken or power exercised by instrument in writing under Section 9.13 affects the rights of the holders of Notes of two or more series in substantially the same manner or substantially to the same extent, as determined by the Trustee, acting reasonably, and confirmed by the opinion of Counsel, then such two or more series shall be deemed to be and treated as one series for the purposes of this Section 9.16 only.

(b) If in the opinion of Counsel any business to be transacted at any meeting, or any action to be taken or power to be exercised by instrument in writing under Section 9.13, does not adversely affect the rights of the holders of Notes of one or more particular series, the provisions of this Article 9 shall apply as if the Notes of such series were not outstanding and no notice of any such meeting need be given to the holders of Notes of such series. Without limiting the generality of the foregoing, a proposal to modify or terminate any covenant or agreement which is effective only so long as Notes of a particular series are outstanding shall be deemed not to adversely affect the rights of holders of Notes of any other series.

(c) A proposal:

(i) to extend the Maturity of Notes of any particular series or to reduce the principal amount thereof, the rate of interest or redemption premium thereon or to impair any conversion right thereof;

(ii) to modify or terminate any covenant or agreement which by its terms is effective only so long as Notes of a particular series are outstanding; or

(iii) to reduce with respect to Noteholders of any particular series any percentage or fractional requirement stated in Section 9.4, 9.7, 9.13 or in this Section 9.16 or in the definition of Extraordinary Resolution;

shall be deemed to specifically affect the rights of the Noteholders of such series in a manner substantially differing from that in which it affects the rights of holders of Notes of any other series.

ARTICLE 10
SUCCESSORS TO THE ISSUER

10.1 Certain Requirements

The Issuer shall not enter into any transaction (including by way of reconstruction, re-organization, consolidation, arrangement, amalgamation, merger, liquidation, transfer, sale or otherwise) whereby all or substantially all of its undertaking, property and assets would become the property of any other Person or, in the case of any such amalgamation, of the continuing corporation resulting therefrom, unless:

(a) such other Person or continuing corporation (a "**Successor**") is a corporation, company, partnership, trust or other entity formed under the laws of Canada or the United States or a province, state or territory thereof;

(b) the Successor shall execute, prior to or contemporaneously with the consummation of such transaction, such instruments (if any) as are in the opinion of Counsel to the Issuer or the Trustee necessary or advisable to evidence the assumption by the Successor of liability for the due and punctual payment of the principal of and premium (if any) and interest on all of the Notes then outstanding, and all other monies payable hereunder, the covenant of the Successor to pay the same and the agreement of the Successor to observe and perform all the covenants and obligations of the Issuer under this Note Indenture and the Notes;

(c) such transaction shall be upon such terms as to substantially preserve and not impair any of the rights and powers of the Trustee or the Noteholders hereunder or under the Notes; and

(d) no Default or Event of Default shall have occurred and be continuing immediately prior to such transaction or will occur as a result of such transaction;

provided, however, the provisions of Section 10.1 shall not be applicable to any amalgamation between or among the Issuer and any of its Subsidiaries under the Business Corporations Act (Alberta) or other applicable law where the Successor assumes such liability, covenants and obligations by operation of law. Upon completion of such assignment and assumption by the Successor, the Issuer (or any previous successor to the Issuer) shall be released from all liabilities and obligations under this Note Indenture and all outstanding Notes.

10.2 Vesting of Powers in Successor

Whenever the conditions of Section 10.1 have been duly observed and performed, the Successor shall possess and from time to time may exercise each and every right and power of the Issuer under this Note Indenture in its own name or in the name of the Issuer or otherwise and any act or proceeding by any provision of this Note Indenture required to be done or performed by any directors or officers of the Issuer may be done and performed with like force and effect by the directors or officers of such Successor.

ARTICLE 11
CONCERNING THE TRUSTEE

11.1 No Conflict of Interest

The Trustee represents to the Issuer that at the date of execution and delivery by it of this Note Indenture there exists no material conflict of interest in the role of the Trustee as a fiduciary hereunder but if, notwithstanding the provisions of this Section 11.1, such a material conflict of interest exists, or hereafter arises, the validity and enforceability of this Note Indenture, and the Notes issued hereunder, shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists or arises.

11.2 Replacement of Trustee

(a) The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Issuer 90 days' notice in writing or such shorter notice as the Issuer may accept as sufficient. If at any time a material conflict of interest exists in the Trustee's role as a fiduciary hereunder the Trustee shall, within 30 days after ascertaining that such a material conflict of interest exists, either eliminate such material conflict of interest or resign in the manner and with the effect specified in this Section 11.2. The validity and enforceability of this Note Indenture and of the Notes issued hereunder shall not be affected in any manner whatsoever by reason only that such a material conflict of interest exists. In the event of the Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Issuer shall forthwith appoint a new Trustee unless a new Trustee has already been appointed by the Holders. Failing such appointment by the Issuer, the retiring Trustee or any Holder may apply to a Judge of the Court of Queen's Bench of Alberta, on such notice as such Judge may direct at the Issuer's expense, for the appointment of a new Trustee but any new Trustee so appointed by the Issuer or by the Court shall be subject to removal as aforesaid by the Holders and the appointment of such new Trustee shall be effective only upon such new Trustee becoming bound by this Note Indenture. Any new Trustee appointed under any provision of this Section 11.2 shall be a corporation authorized to carry on the business of a trust company in all of the Provinces of Canada. On any new appointment the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.

(b) Any company into which the Trustee may be merged or, with or to which it may be consolidated, amalgamated or sold, or any company resulting from any merger, consolidation, sale or amalgamation to which the Trustee shall be a party, shall be the successor Trustee under this Note Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Trustee or of the Issuer, the Trustee ceasing to act shall execute and deliver an instrument assigning and transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the retiring Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and money held by such Trustee to the successor Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Issuer be required by any new Trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of said new Trustee, be made, executed, acknowledged and delivered by the Issuer.

11.3 Duties of Trustee

In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Note Indenture, the Trustee shall act honestly and in good faith and exercise that degree of care, diligence and skill that a reasonably prudent Trustee would exercise in comparable circumstances. Subject to the foregoing, the Trustee will be liable for its own wilful misconduct, bad faith and gross negligence. The Trustee will not be liable for any act or default on the part of any agent employed by it or a co-Trustee, or for having permitted any agent or co-Trustee to receive and retain any money payable to the Trustee, except as aforesaid.

11.4 Reliance Upon Declarations, Opinions, etc.

(a) In the exercise of its rights, duties and obligations hereunder the Trustee may, if acting in good faith, rely, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates furnished pursuant to any covenant, condition or requirement of this Note Indenture or required by the Trustee to be furnished to it in the exercise of its rights and duties hereunder, if the Trustee examines such statutory declarations, opinions, reports or certificates and determines that they comply with Section 11.5, if applicable, and with any other applicable requirements of this Note Indenture. The Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Trustee may rely on an Opinion of Counsel satisfactory to the Trustee notwithstanding that it is delivered by a solicitor or firm which acts as solicitors for the Issuer.

(b) The Trustee shall have no obligation to ensure or verify compliance with any applicable laws or regulatory requirements on the issue or transfer of any Notes provided such issue or transfer is effected in accordance with the terms of this Note Indenture. The Trustee shall be entitled to process all transfers and redemptions upon the presumption that such transfer and redemption is permissible pursuant to all applicable laws and regulatory requirements if such transfer and redemption is effected in accordance with the terms of this Note Indenture. The Trustee shall have no obligation, other than to confer with the Issuer and its Counsel, to ensure that legends appearing on the Notes comply with regulatory requirements or securities laws of any applicable jurisdiction.

11.5 Evidence and Authority to Trustee, Opinions, etc.

(a) The Issuer shall furnish to the Trustee evidence of compliance with the conditions precedent provided for in this Note Indenture relating to any action or step required or permitted to be taken by the Issuer or the Trustee under this Note Indenture or as a result of any obligation imposed under this Note Indenture, including without limitation, the certification and delivery of Notes hereunder, the satisfaction and discharge of this Note Indenture and the taking of any other action to be taken by the Trustee at the request of or on the application of the Issuer, forthwith if and when (a) such evidence is required by any other Section of this Note Indenture to be furnished to the Trustee in accordance with the terms of this Section 11.5, or (b) the Trustee, in the exercise of its rights and duties under this Note Indenture, gives the Issuer written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice. Such evidence shall consist of:

(i) an Officer's Certificate, stating that any such condition precedent has been complied with in accordance with the terms of this Note Indenture;

(ii) in the case of a condition precedent compliance with which is, by the terms of this Note Indenture, made subject to review or examination by a solicitor, an Opinion of Counsel that such condition precedent has been complied with in accordance with the terms of this Note Indenture; and

(iii) in the case of any such condition precedent compliance with which is subject to review or examination by auditors or accountants, an opinion or report of the Issuer's Auditors whom the Trustee for such purposes hereby approves, that such condition precedent has been complied with in accordance with the terms of this Note Indenture.

(b) Whenever such evidence relates to a matter other than the certificates and delivery of Notes and the satisfaction and discharge of this Note Indenture, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, engineer or appraiser or any other Person whose qualifications give authority to a statement made by him, provided that if such report or opinion is furnished by a director, officer or employee of the Issuer it shall be in the form of a statutory declaration. Such evidence shall be, so far as appropriate, in accordance with the immediately preceding paragraph of this Section.

(c) Each statutory declaration, certificate, opinion or report with respect to compliance with a condition precedent provided for in the Note Indenture shall include (a) a statement by the Person giving the evidence that he has read and is familiar with those provisions of this Note Indenture relating to the condition precedent in question, (b) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in such evidence are based, (c) a statement that, in the belief of the Person giving such evidence, he has made such examination or investigation as is necessary to enable him to make the statements or give the opinions contained or expressed therein, and (d) a statement whether in the opinion of such Person the conditions precedent in question have been complied with or satisfied.

(d) The Issuer shall furnish or cause to be furnished to the Trustee at any time if the Trustee reasonably so requires, its certificate that the Issuer has complied with all covenants, conditions or other requirements contained in this Note Indenture, the non-compliance with which would constitute a Default or an Event of Default, or if such is not the case, specifying the covenant, condition or other requirement which has not been complied with and giving particulars of such non-compliance. The Issuer shall, whenever the Trustee so requires, furnish the Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Trustee as to any action or step required or permitted to be taken by the Issuer or as a result of any obligation imposed by this Note Indenture.

11.6 Officer's Certificates Evidence

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

11.7 Experts, Advisers and Agents

The Trustee may:

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

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

11.8 Trustee May Deal in Notes

Subject to Sections 11.1 and 11.3, the Trustee may, in its personal or other capacity, buy, sell, lend upon and deal in the Notes and generally contract and enter into financial transactions with the Issuer or otherwise, without being liable to account for any profits made thereby.

11.9 Investment of Monies Held by Trustee

(a) Unless otherwise provided in this Note Indenture, any monies held by the Trustee, which, under the trusts of this Note Indenture, may or ought to be invested or which may be on deposit with the Trustee or which may be in the hands of the Trustee, may be invested and reinvested in the name or under the control of the Trustee in securities in which, under the laws of the Province of Alberta, the Trustee is authorized to invest trust monies, provided that such securities are expressed to mature within two years or such shorter period selected by the Issuer to facilitate any payments expected to be made under this Note Indenture, after their purchase by the Trustee, and unless and until the Trustee shall have declared the principal of and premium, if any, and interest on the Notes to be due and payable, the Trustee shall so invest such monies at the Written Direction of the Issuer given in a reasonably timely manner. Pending the investment of any monies as hereinbefore provided, such monies may be deposited in the name of the Trustee in any chartered bank of Canada or, with the consent of the Issuer, in the deposit department of the Trustee or any other loan or trust company authorized to accept deposits under the laws of Canada or any province thereof at the rate of interest, if any, then current on similar deposits.

(b) Unless and until the Trustee shall have declared the principal of and premium, if any, and interest on the Notes to be due and payable, the Trustee shall pay over to the Issuer all interest received by the Trustee in respect of any investments or deposits made pursuant to the provisions of this Section 11.9.

11.10 Trustee Not Ordinarily Bound

Except as specifically provided herein, the Trustee shall not, subject to Section 11.3, be bound to give notice to any Person of the execution hereof, nor to do, observe or perform or see to the observance or performance by the Issuer of any of the obligations herein imposed upon the Issuer or of the covenants on the part of the Issuer herein contained, nor in any way to supervise or interfere with the conduct of the Issuer's business, unless the Trustee shall have been required to do so in writing by the Holders of not less than 25% of the aggregate principal amount of the Notes then outstanding or by any Extraordinary Resolution of the Holders passed in accordance with the provisions contained in Article 9, and then only after it shall have been funded and indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

11.11 Trustee Not Required to Give Security

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

11.12 Trustee Not Bound to Act on Issuer's Request

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

11.13 Conditions Precedent to Trustee's Obligations to Act Hereunder

(a) The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Trustee and of the Holders hereunder shall be conditional upon the Holders furnishing when required by notice in writing by the Trustee, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Trustee to protect and hold harmless the Trustee against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

(b) None of the provisions contained in this Note Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified and funded as aforesaid.

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

11.14 Authority to Carry on Business

The Trustee represents to the Issuer that at the date of execution and delivery by it of this Note Indenture it is authorized to carry on the business of a trust company in all provinces of Canada but if, notwithstanding the provisions of this Section 11.4, it ceases to be so authorized to carry on business, the validity and enforceability of this Note Indenture and the securities issued hereunder shall not be affected in any manner whatsoever by reason only of such event but the Trustee shall, within 90 days after ceasing to be authorized to carry on the business of a trust company in any province of Canada, either become so authorized or resign in the manner and with the effect specified in Section 11.2.

11.15 Compensation and Indemnity

(a) The Issuer shall pay to the Trustee from time to time compensation for its services hereunder as agreed separately by the Issuer and the Trustee, and shall pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration or execution of its duties under this Note Indenture (including the reasonable and documented compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter until all duties of the Trustee under this Note Indenture shall be finally and fully performed. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust.

(b) The Issuer hereby indemnifies and saves harmless the Trustee and its directors, officers, employees and shareholders from and against any and all loss, damages, charges, expenses, claims, demands, actions or liability whatsoever which may be brought against the Trustee or which it may suffer or incur as a result of or arising out of the performance of its duties and obligations hereunder save only in the event of the gross negligence, wilful misconduct or bad faith of the Trustee. This indemnity will survive the termination or discharge of this Note Indenture and the resignation or removal of the Trustee. The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. The Issuer shall defend the claim and the Trustee shall co-operate in the defence. The Trustee may have separate Counsel and the Issuer shall pay the reasonable fees and expenses of such Counsel. The Issuer need not pay for any settlement made without its consent, which consent must not be unreasonably withheld. This indemnity shall survive the resignation or removal of the Trustee or the discharge of this Note Indenture.

(c) The Issuer need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through gross negligence, wilful misconduct or bad faith.

11.16 Acceptance of Trust

The Trustee hereby accepts the trusts in this Note Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law in trust for the various Persons who shall from time to time be Holders, subject to all the terms and conditions herein set forth.

11.17 Anti-Money Laundering

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

11.18 Privacy

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

(i) to provide the services required under this Note Indenture and other services that may be requested from time to time;

(ii) to help the Trustee manage its servicing relationships with such individuals;

(iii) to meet the Trustee's legal and regulatory requirements; and

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

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

ARTICLE 12
SUPPLEMENTAL NOTE INDENTURES

12.1 Supplemental Note Indentures

From time to time the Trustee and the Issuer may, and they shall when required by this Note Indenture, execute, acknowledge and deliver by their proper officers indentures supplemental hereto which thereafter shall form part hereof for any one or more of the following purposes:

(a) adding to or amending the covenants of the Issuer herein contained for the protection or benefit of the Noteholders or providing for Events of Default in addition to those herein specified;

(b) making such provisions not inconsistent with this Note Indenture as may be necessary or desirable with respect to matters or questions arising hereunder, including the making of any modifications in the form of the Notes which do not affect the substance thereof and which, in the opinion of the Trustee, it may be expedient to make, provided that the Trustee shall be of the opinion, relying on the Opinion of Counsel, that such provisions and modifications will not be prejudicial in any material respect to the interests of the Noteholders;

(c) evidencing the succession, or successive successions, of other entities to the Issuer and the covenants of and obligations assumed by any such successor in accordance with the provisions of this Note Indenture;

(d) establishing the terms and conditions attaching to a series of Additional Notes;

(e) giving effect to any Extraordinary Resolution passed as provided in Article 9;

(f) making such amendments to this Note Indenture as may be necessary to comply with applicable law; and

(g) for any other purpose not inconsistent with the terms of this Note Indenture.

The Trustee may also, without the consent or concurrence of the Noteholders, by supplemental indenture or otherwise, concur with the Issuer in making any changes or corrections in this Note Indenture which it shall have been advised by Counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omissions or mistakes or manifest errors contained herein or in any deed or indenture supplemental or ancillary hereto, provided that in the opinion of the Trustee, relying on the Opinion of Counsel, the rights of the Trustee and of the Noteholders are in no way prejudiced thereby.

12.2 Effect of Supplemental Note Indentures

(a) Upon the execution of any supplemental indenture relating to this Note Indenture pursuant to Section 12.1, this Note Indenture shall be modified in accordance therewith, such supplemental indenture shall form a part of this Note Indenture for all purposes, and every holder of Notes shall be bound thereby. Any such supplemental indenture may contain terms which add to, modify or negate any of the terms contained in this Note Indenture, and to the extent that there is any difference between the terms of this Note Indenture and the terms contained in a supplemental indenture, the terms contained in the supplemental indenture shall be applicable to the Notes to which such supplemental indenture relates and the corresponding terms contained in this Note Indenture shall not be applicable unless otherwise indicated in such supplemental indenture.

(b) Upon the request of the Issuer accompanied by a resolution of its Board of Directors authorizing the execution of any such Supplemental Indenture, and upon receipt by the Trustee of an Officer's Certificate of the Issuer stating that such amended or Supplemental Indenture complies with this Section 12.2, the Trustee shall join with the Issuer and the Guarantors in the execution of any amended or Supplemental Indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, provided, however, that the Trustee shall not be obligated to enter into such amended or Supplemental Indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

ARTICLE 13
NOTICES

13.1 Notice to Issuer

Any notice to the Issuer under the provisions of this Note Indenture shall be valid and effective if delivered to the Issuer at 200, 144 – 4th Avenue S.W., Calgary, Alberta, T2P 3N4, Attention: Chief Financial Officer, or if given by registered letter, postage prepaid, to such office and so addressed and if mailed, shall be deemed to have been effectively given three days following the mailing thereof. The Issuer may from time to time notify the Trustee in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Issuer for all purposes of this Note Indenture.

13.2 Notice to Holders

(a) All notices to be given hereunder with respect to the Notes shall be deemed to be validly given to the Holders thereof if sent by first class mail, postage prepaid, by letter or circular addressed to such holders at their post office addresses appearing in any of the registers hereinbefore mentioned and shall be deemed to have been effectively given three days following the day of mailing. Accidental error or omission in giving notice or accidental failure to mail notice to any Holder or the inability of the Issuer to give or mail any notice due to anything beyond the reasonable control of the Issuer shall not invalidate any action or proceeding founded thereon.

(b) If any notice given in accordance with Section 13.2(a) would be unlikely to reach the Holders to whom it is addressed in the ordinary course of post by reason of an interruption in mail service, whether at the place of dispatch or receipt or both, the Issuer shall give such notice by publication at least once in the cities of Calgary and Toronto, each such publication to be made in a daily newspaper of general circulation in the designated city.

(c) Any notice given to Holders by publication shall be deemed to have been given on the day on which publication shall have been effected at least once in each of the newspapers in which publication was required.

(d) All notices with respect to any Note may be given to whichever one of the Holders thereof (if more than one) is named first in the registers hereinbefore mentioned, and any notice so given shall be sufficient notice to all Holders of any Persons interested in such Note.

13.3 Notice to Trustee

Any notice to the Trustee under the provisions of this Note Indenture shall be valid and effective if delivered to the Trustee at its principal office in the City of Calgary, at 600, 530-8th Avenue SW, Calgary, Alberta T2P 3S8, Attention: Manager, Corporate Trust or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given five days following the mailing thereof.

13.4 Mail Service Interruption

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

ARTICLE 14
SUBSIDIARY GUARANTEES

14.1 Application

The provisions of this guarantee shall apply to each Guarantor and each Restricted Subsidiary that has agreed to become a Guarantor of the Notes (by executing this Note Indenture or a Supplemental Note Indenture) and shall not apply in any other circumstance. For certainty, the Guarantors on the date hereof are Keyera Partnership, Keyera Energy Ltd., Keyera Rimbey Ltd., Rimbey Pipeline Limited Partnership, Keyera Energy Inc., Alberta Diluent Terminal Ltd. and Keyera RP Ltd.. After the date hereof, a Restricted Subsidiary may elect to be bound by this guarantee in Article 14 by executing a Supplemental Note Indenture.

14.2 Guarantees

(a) Each Guarantor hereby, jointly and severally, fully, absolutely, unconditionally and irrevocably (except to the extent provided for in this Note Indenture) guarantees, to each Holder of a Note, and to the Trustee in its individual capacity and on behalf of each Holder, on demand, the punctual payment and performance when due of all Note Indenture Obligations.

(b) If any or all of the Note Indenture Obligations are not duly paid or performed by the Issuer and are not recoverable under Section 14.2(a) for any reason whatsoever, each Guarantor will, while its respective Subsidiary Guarantee has not been released pursuant to the provisions of this Note Indenture, as a separate and distinct obligation, indemnify and save harmless the Holders and the Trustee from and against all losses resulting from the failure of the Issuer to pay and perform such Note Indenture Obligations.

(c) If any or all of the Note Indenture Obligations are not duly paid or performed by the Issuer and are not recoverable under Section 14.2(a) or the Holders and the Trustee are not indemnified under Section 14.2(b), in each case, for any reason whatsoever, such Note Indenture Obligations shall, as a separate and distinct obligation, be recoverable by the Holders and the Trustee from each Guarantor, while its respective Subsidiary Guarantee has not been released pursuant to the provisions of this Note Indenture, as the primary obligor and principal debtor in respect thereof and shall be paid to the Holders and the Trustee forthwith after demand therefore as provided herein.

14.3 Guarantee Absolute

(a) Each Guarantor guarantees, while its respective Subsidiary Guarantee has not been released pursuant to the provisions of this Note Indenture, that the Notes shall be paid or performed strictly in accordance with the terms of the Notes and this Note Indenture, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Holder with respect thereto, all to the extent permitted by law. The obligations of each Guarantor under its Subsidiary Guarantee are independent of the obligations of the Issuer under the Notes and this Note Indenture, and a separate action or actions may be brought and prosecuted against such Guarantor to enforce its Subsidiary Guarantee, irrespective of whether any action is brought against the Issuer or any other Guarantor or whether the Issuer or any other Guarantor is joined in any such action or actions. The liability of each Guarantor under its Subsidiary Guarantee shall be absolute, unconditional and irrevocable (except to the extent provided for in this Note Indenture) and the liability and obligations of such Guarantor hereunder shall not be released, discharged, mitigated, waived, impaired or affected in whole or in part by:

(i) any lack of validity or enforceability of this Note Indenture or the Notes with respect to the Issuer or any Guarantor or any agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Note Indenture Obligations, or any other amendment or waiver of or any consent to departure from this Note Indenture, including any increase in the Note Indenture Obligations resulting from the extension of additional credit to the Issuer or otherwise;

(iii) the failure to give notice to the Guarantor of the occurrence of a Default or Event of Default under the provisions of this Note Indenture or the Notes;

(iv) any taking, release or amendment or waiver of or consent to departure from any other guarantee, for all or any of the Note Indenture Obligations;

(v) any failure, omission, delay by or inability on the part of the Trustee or the Holders to assert or exercise any right, power or remedy conferred on the Trustee or the Holders in this Note Indenture or the Notes;

(vi) any change in the corporate or partnership structure, or termination, dissolution, amalgamation, consolidation or merger of the Issuer or any other Guarantor with or into any other Person, the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets of the Issuer or any other Guarantor, the marshalling of the assets and liabilities of the Issuer or any other Guarantor, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with the creditors, or readjustment of, or other similar proceedings affecting the Issuer or any other Guarantor, or any of the assets of any of them;

(vii) the assignment of any right, title or interest of the Trustee or any Holder in this Note Indenture or the Notes to any other Person; or

(viii) any other event or circumstance (including any statute of limitations), whether foreseen or unforeseen and whether similar or dissimilar to any of the foregoing, that might otherwise constitute a defense available to, or a discharge of, the Issuer or a Guarantor, other than payment in full of the Note Indenture

Obligations; it being the intent of each Guarantor that its obligations hereunder shall not be discharged except by payment of all amounts owing pursuant to this Note Indenture or the Notes.

(b) The Subsidiary Guarantee of each Guarantor shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Note Indenture Obligations is rescinded or must otherwise be returned by any Holder or the Trustee upon the insolvency, bankruptcy or reorganization of the Issuer or otherwise, all as though such payment had not been made, provided that no Subsidiary Guarantee that has been released pursuant to the provisions of this Note Indenture shall be reinstated as such. Each Guarantor further agrees, to the fullest extent that it may lawfully do so, that, as between such Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, the Maturity of the obligations guaranteed hereby may be accelerated as provided in Article 7 for the purposes of its Subsidiary Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby.

14.4 Subrogation

No Guarantor may exercise any rights against the Issuer that it may acquire by way of subrogation under its Subsidiary Guarantee, by any payment made hereunder or otherwise, until all the Note Indenture Obligations shall have been paid in full. If any amount shall be paid to any Guarantor on account of any such subrogation rights at any time when all the Note Indenture Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of the Holders and the Trustee and shall forthwith be paid to the Trustee, on behalf of the Holders, to be credited and applied to the Note Indenture Obligations, whether matured or unmatured.

14.5 Postponement

Upon the occurrence and during the continuance of an Event of Default, all debts, liabilities and obligations, present and future of the Issuer to or in favour of each Guarantor and of each Guarantor to or in favour of each other Guarantor shall be and are hereby postponed and subordinated to the prior payment and performance in full of the Note Indenture Obligations and the obligations under the Subsidiary Guarantees.

14.6 No Waiver; Remedies

No failure on the part of any Holder or the Trustee to exercise, and no delay in exercising, any right hereunder or under the Note Indenture or the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder or under the Note Indenture or the Notes preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

14.7 Continuing Guarantee; No Right of Set-Off; Independent Obligation

(a) Each Subsidiary Guarantee is a continuing guarantee of the payment and performance of all Note Indenture Obligations and shall remain in full force and effect until the payment and satisfaction in full of all of the Note Indenture Obligations or until such Subsidiary Guarantee is otherwise released pursuant to the provisions of this Note Indenture and shall apply to and secure any ultimate balance due or remaining unpaid to the Trustee or the Holders under this Note Indenture or the Notes; and each Subsidiary Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or from time to time of any sum of money for the time being due or remaining unpaid to the Trustee or the Holders.

(b) Each Guarantor hereby guarantees that the Note Indenture Obligations shall be paid to the Trustee in lawful currency of Canada without set off or counterclaim or other reduction whatsoever (other than any Tax required to be withheld therefrom).

(c) Each Guarantor guarantees that the Note Indenture Obligations shall be paid strictly in accordance with their terms regardless of any lack of validity or enforceability of any of such terms or the rights of the Holders with respect thereto.

(d) Each Guarantor's liability to pay or perform or cause the performance of the Note Indenture Obligations when due under this Subsidiary Guarantee shall arise forthwith after demand for payment or performance by the Trustee has been given to such Guarantor in the manner prescribed in this Note Indenture.

14.8 Release of Subsidiary Guarantee

(a) The Subsidiary Guarantee of a Guarantor will be automatically and unconditionally released and discharged, without any further action required upon the part of the Trustee or any Holder, upon the occurrence of any of the following:

(i) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger, wind-up or consolidation) to a Person that is not (either before or after giving effect to such transaction) a Subsidiary of the Issuer;

(ii) in connection with issuances, sales or other dispositions (by merger or otherwise) of voting securities of a Guarantor to one or more Persons that are not (either before or after giving effect to such transaction) Subsidiaries of the Issuer such that the Issuer thereafter no longer owns, directly or indirectly, greater than 50% of the voting securities of such Guarantor;

(iii) if the Issuer designates that any Restricted Subsidiary that is a Guarantor is to no longer be a Restricted Subsidiary in accordance with Section 6.4; or

(iv) if that Guarantor is released from, or is otherwise no longer subject to, its guarantee under the Credit Facilities.

(b) Concurrently with the defeasance of the Notes or the release and discharge of this Note Indenture under Article 8, the Guarantors shall be released from all their obligations under their Subsidiary Guarantees.

(c) The Trustee shall, if the Issuer requests, deliver an appropriate instrument evidencing such release upon receipt of a request by the Issuer accompanied by an Officer's Certificate certifying as to the compliance with this Section 14.8.

14.9 Guarantors May Consolidate, Etc., on Certain Terms

Nothing contained in this Note Indenture or in any of the Notes shall prevent any amalgamation, consolidation or merger of a Guarantor with or into the Issuer or another Restricted Subsidiary or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Issuer or another Restricted Subsidiary.

14.10 Severability

In case any provision of this Subsidiary Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE 15
MISCELLANEOUS

15.1 Force Majeure

Except for the payment obligations of the Issuer contained herein, no party hereto shall be liable to the other or to any Holder, or held in breach of this Note Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, economic sanctions or any other similar causes (including mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Note Indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 15.1.

ARTICLE 16
EXECUTION AND FORMAL DATE

16.1 Execution

This Note Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Delivery of an executed signature page to this Note Indenture by any party hereto by facsimile transmission or PDF shall be as effective as delivery of a manually executed copy of this Note Indenture by such party.

16.2 Formal Date

For the purpose of convenience this Note Indenture may be referred to as bearing the formal date of the 21st day of June, 2018 irrespective of the actual date of execution hereof.

IN WITNESS whereof the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf.

ISSUER:

KEYERA CORP.

Per: (signed) "*David G. Smith*"
Name: David G. Smith
Title: President and Chief Executive Officer

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Senior Vice President and Chief Financial Officer

GUARANTORS:

KEYERA PARTNERSHIP, by its managing partner KEYERA CORP.

Per: (signed) "*David G. Smith*"
Name: David G. Smith
Title: President and Chief Executive Officer

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Senior Vice President and Chief Financial Officer

KEYERA ENERGY LTD.

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Chief Financial Officer and Director

Per: (signed) "*Suzanne Hathaway*"
Name: Suzanne Hathaway
Title: Director

KEYERA RIMBEY LTD.

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Chief Financial Officer and Director

Per: (signed) "*Suzanne Hathaway*"
Name: Suzanne Hathaway
Title: Director

RIMBEY PIPELINE LIMITED PARTNERSHIP, by its general partner KEYERA RIMBEY LTD.

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Chief Financial Officer and Director

Per: (signed) "*Suzanne Hathaway*"
Name: Suzanne Hathaway
Title: Director

KEYERA ENERGY INC.

Per: (signed) "*David G. Smith*"
Name: David G. Smith
Title: Chief Executive Officer

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Vice President, Treasurer

KEYERA RP LTD.

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Chief Financial Officer and Director

Per: (signed) "*Suzanne Hathaway*"
Name: Suzanne Hathaway
Title: Director

ALBERTA DILUENT TERMINAL LTD.

Per: (signed) "*Steven B. Kroeker*"
Name: Steven B. Kroeker
Title: Chief Financial Officer and Director

Per: (signed) "*Suzanne Hathaway*"
Name: Suzanne Hathaway
Title: Director

TRUSTEE:

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: (signed) "*Anna Szczepankiewicz*"
Name: Anna Szczepankiewicz
Title: Corporate Trust Officer

Per: (signed) "*Anna Szczepankiewicz*"
Name: Anna Szczepankiewicz
Title: Corporate Trust Officer

APPENDIX "A"

FORM OF GLOBAL NOTE

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE NOTE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF CDS & CO. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("**CDS**") TO KEYERA CORP. (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

No. • **CUSIP •**

$•

KEYERA CORP.

(A corporation governed by the laws of the Province of Alberta)

•% MEDIUM TERM NOTES DUE •

KEYERA CORP. (the "**Issuer**") for value received hereby acknowledges itself indebted and, subject to the provisions of the Note Indenture dated as of June [●], 2018 (the "**Note Indenture**") among the Issuer, Computershare Trust Company of Canada (the "**Trustee**") and KEYERA PARTNERSHIP, KEYERA ENERGY LTD., KEYERA RIMBEY LTD., RIMBEY PIPELINE LIMITED PARTNERSHIP, KEYERA ENERGY INC., ALBERTA DILUENT TERMINAL LTD. and KEYERA RP LTD. (the "**Guarantors**"), promises to pay to the registered holder hereof on **[MATURITY DATE]** (the "**Maturity Date**") or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Note Indenture the principal sum of • ($•) in lawful money of Canada on presentation and surrender of this Note at the main branch of the Trustee in Calgary, Alberta, in accordance with the terms of the Note Indenture and, subject as hereinafter provided, to pay interest on the principal amount hereof (i) from and including the date hereof, or (ii) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever shall be the later, in all cases, to and excluding the next Interest Payment Date, at the rate of •% per annum, in like money, in arrears in equal semi-annual instalments on **[FIRST PAYMENT DATE]** and **[SECOND PAYMENT DATE]** in each year commencing on **[FIRST PAYMENT DATE]** and the last payment (representing interest payable from the last Interest Payment Date to, but excluding, the Maturity date) to fall due on the Maturity date and, should the Issuer at any time make default in the payment of any principal or interest, to pay interest on the amount in default at the same rate, in like money and on the same dates.

Interest on the Notes will be computed on the basis of a year of 365 days based on the actual number of days elapsed and will accrue from day to day.

If the date for payment of any amount of principal, premium or interest is not a Business Day at the place of payment, then payment will be made on the next Business Day and the holder hereof will not be entitled to any further interest on such principal, or to any interest on such interest, premium or other amount so payable, in respect of the period from the date for payment to such next Business Day.

Interest hereon shall be payable by cheque mailed by prepaid ordinary mail or by electronic transfer of funds to the registered holder hereof and, subject to the provisions of the Note Indenture, the mailing of such cheque or the electronic transfer of such funds shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Note.

This Note is one of the Notes of the Issuer issued under the provisions of the Note Indenture. The Notes authorized for issue immediately are limited to an aggregate principal amount of $• in lawful money of Canada. Reference is hereby expressly made to the Note Indenture for a description of the terms and conditions upon which this Note and other Notes are or are to be issued and held and the rights and remedies of the holder of this Note and other Notes and of the Issuer and of the Trustee, all to the same effect as if the provisions of the Note Indenture were herein set forth to all of which provisions the holder of this Note by acceptance hereof assents.

Notes are issuable only in denominations of $5,000 and integral multiples of $1,000 in excess of $5,000. Upon compliance with the provisions of the Note Indenture, Notes of any denomination may be exchanged for an equal aggregate principal amount of Notes in any other authorized denomination or denominations.

The indebtedness evidenced by this Note, and by all other Notes now or hereafter certified and delivered under the Note Indenture, is a direct senior unsecured obligation of the Issuer.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Note Indenture.

This Note may be redeemed at the option of the Issuer on the terms and conditions set out in the Note Indenture at the following **[INSERT REDEMPTION PRICE]**. The right is reserved to the Issuer to purchase Notes in accordance with the provisions of the Note Indenture.

Upon the occurrence of a Change of Control Triggering Event, the holders may require the Issuer to repurchase such holder's Notes, in whole or in part, at a purchase price in cash equal to 101% of the principal amount of such Notes, plus accrued and unpaid interest, if any, to the date of purchase.

The Note Indenture contains provisions making binding upon all holders of Notes outstanding thereunder resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Notes outstanding, which resolutions or instruments may have the effect of amending the terms of this Note or the Note Indenture.

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

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

This Note and the Note Indenture are governed by, and are to be construed and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Capitalized words or expressions used in this Note shall, unless otherwise defined herein, have the meaning ascribed thereto in the Note Indenture.

IN WITNESS WHEREOF KEYERA CORP. has caused this Note to be signed by its authorized representatives as of the • day of •, •.

KEYERA CORP.

Per: ______________________________

Name:

Title:

Per: ______________________________

Name:

Title:

(FORM OF TRUSTEE'S CERTIFICATE)

This Note is one of the •% Medium Term Notes due • referred to in the Note Indenture within mentioned.

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: ____________________________________

(Authorized Officer)

(FORM OF REGISTRATION PANEL)

(No writing hereon except by Trustee or other registrar)

Date of Registration	In Whose Name Registered	Signature of Trustee or Registrar

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ____________, whose address and social insurance number, if applicable are set forth below, this Note (or $ ______________ principal amount hereof*) of KEYERA CORP. standing in the name(s) of the undersigned in the register maintained by the Issuer with respect to such Note and does hereby irrevocably authorize and direct the Trustee to transfer such Note in such register, with full power of substitution in the premises.

Dated:

Address of Transferee: ____

(Street Address, City, Province and Postal Code) ______________________________

Social Insurance Number of Transferee, if applicable: ______________________________

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

1. The signature(s) to this assignment must correspond with the name(s) as written upon the face of the Note in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by a Canadian chartered bank of trust company or by a member of an acceptable Medallion Guarantee Program. Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: "**SIGNATURE GUARANTEED**".

2. The registered holder of this Note is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of this Note.

Signature of Guarantor:

______________________________ ______________________________
Authorized Officer Signature of transferring registered holder

____
Name of Institution