EXECUTION VERSION

SECOND AMENDED AND RESTATED
CREDIT AGREEMENT

among

PEYTO EXPLORATION & DEVELOPMENT CORP.
(as Borrower)

\- and -

BANK OF MONTREAL,
CANADIAN IMPERIAL BANK OF COMMERCE,
NATIONAL BANK OF CANADA,

and the banks, financial institutions and others
from time to time parties hereto
(as Lenders)

\- and -

BMO CAPITAL MARKETS, CANADIAN IMPERIAL BANK OF COMMERCE and
NATIONAL BANK FINANCIAL MARKETS
(as Co-Lead Arrangers and Joint Bookrunners)

\- and -

BANK OF MONTREAL
(as Agent)

October 17, 2023

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Schedules:

THIS SECOND AMENDED AND RESTATED CREDIT AGREEMENT is made as of the 17th day of October, 2023

AMONG:

PEYTO EXPLORATION & DEVELOPMENT CORP.
(the "**Borrower**")

- and -

BANK OF MONTREAL,
CANADIAN IMPERIAL BANK OF COMMERCE,
NATIONAL BANK OF CANADA,

and the banks, financial institutions and others
from time to time parties hereto as lenders
(collectively the "**Lenders**")

- and -

BANK OF MONTREAL,

as administrative agent for and on behalf of itself and the other Lenders
(the "**Agent**")

WHEREAS:

A. The Borrower, certain of the Lenders and the Agent entered into an amended and restated credit agreement dated as of November 5, 2021, as amended by a first amending agreement dated as of October 3, 2022 (as so amended, the "**Prior Credit Agreement**");

B. The Borrower and the Lenders wish to enter into this Agreement to amend and restate the Prior Credit Agreement and to provide that all Obligations under and as defined in the Prior Credit Agreement shall be Obligations under this Agreement, on and subject to the following terms; and

C. The Lenders wish the Agent to act on their behalf with regard to certain matters contemplated hereby.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties to this Agreement hereby agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 Defined Terms

In this Agreement, which includes in the recitals and the Schedules hereto (including the CBA Model Provisions forming Schedule A hereto) and in all notices given pursuant to this Agreement, unless something in the subject matter or context is inconsistent therewith, the following words and phrases shall have the following meanings; provided that the capitalized words and phrases used in the CBA Model Provisions shall have the meanings given to such words and phrases in Section 1 of the CBA Model Provisions, as amended by Section 12.1:

"**3.70% Notes**" means the Borrower's 3.70% senior secured notes due October 24, 2023, in the aggregate principal amount of Cdn. $100,000,000, as the same may be refinanced subject to compliance with the requirements in Section 9.17(b).

"**3.95% Note Agreement**" means the Amended and Restated Note Purchase Agreement dated November 5, 2021, between the Borrower and the 3.95% Noteholders (as the same may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which the 3.95% Noteholders purchased the 3.95% Notes.

"**3.95% Note Documents**" means the Note Documents under and as defined in the 3.95% Note Agreement.

"**3.95% Noteholders**" means the holders of the 3.95% Notes from time to time.

"**3.95% Notes**" means the Borrower's 3.95% senior secured notes due January 2, 2028 in the aggregate principal amount of Cdn. $70,000,000, including notes issued in substitution or exchange therefor.

"**4.26% Note Agreement**" means the Amended and Restated Note Purchase Agreement dated November 5, 2021, between the Borrower and the 4.26% Noteholders (as the same may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which the 4.26% Noteholders purchased the 4.26% Notes.

"**4.26% Note Documents**" means the Note Documents under and as defined in the 4.26% Note Agreement.

"**4.26% Noteholders**" means the holders of the 4.26% Notes from time to time.

"**4.26% Notes**" means the Borrower's 4.26% senior secured notes due May 1, 2025 in the aggregate principal amount of Cdn. $65,000,000, including notes issued in substitution or exchange therefor.

"**4.39% Note Agreement**" means the Amended and Restated Note Purchase Agreement dated November 5, 2021, between the Borrower and the 4.39% Noteholders (as the same may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which the 4.39% Noteholders purchased the 4.39% Notes.

"**4.39% Note Documents**" means the Note Documents under and as defined in the 4.39% Note Agreement.

"**4.39% Noteholders**" means the holders of the 4.39% Notes from time to time.

"**4.39% Notes**" means the Borrower's 4.39% senior secured notes due January 3, 2026 in the aggregate principal amount of Cdn. $100,000,000 issued under the 4.39% Note Agreement, including notes issued in substitution or exchange therefor.

"**730**" means 7308051 Canada Ltd.

"**ABCA**" means the *Business Corporations Act* (Alberta), including the regulations promulgated thereunder, as the same may be amended from time to time.

"**Acceleration Notice**" means a written notice delivered by the Agent pursuant to Section 10.2 declaring all Obligations of the Borrower outstanding to the Lenders hereunder to be due and payable.

"**Account Branch**" means in the case of (i) the Syndicated Facility and the Term Facility, the branch or office of the Agent at the address set forth opposite its name on the signature pages of this Agreement or such other branch or office in Canada as the Agent may from time to time advise the Borrower in writing, and (ii) the Working Capital Facility, the branch or office of the Working Capital Lender at the address set forth opposite its name on the signature pages of this Agreement or such other branch or office in Canada as the Working Capital Lender may from time to time advise the Borrower in writing.

"**AcquireCo**" means, Peyto Energy Corp., the wholly-owned Subsidiary of the Borrower formed for the purposes of acquiring all of the issued and outstanding units of Repsol Partnership pursuant to the Repsol Purchase Agreement in connection with the Repsol Acquisition.

"**Additional Covenant**" means any covenant or similar restriction contained in any Other Indebtedness Agreement (regardless of whether such provision is labelled or otherwise characterized as a covenant), the subject matter of which either (a) is similar to that of any covenant in Article 10 of this Agreement, or related definitions in this Agreement, but contains one or more percentages, amounts or formulas that is more restrictive than those set forth herein, or more beneficial to the holders or lenders under such Other Indebtedness Agreement, by the document in which such covenant or similar restriction is contained, provided that such covenant or similar restriction shall be deemed an Additional Covenant only to the extent that it is more restrictive or more beneficial, or (b) is different from the subject matter of any covenant in Article 10 of this Agreement, or related definitions in this Agreement.

"**Additional Default**" means any provision contained in any Other Indebtedness Agreement which permits the holders or lenders thereunder to accelerate (with the passage of time or giving of notice or both) the maturity thereof or otherwise requires the Borrower or any Material Subsidiary to purchase such indebtedness prior to the stated maturity thereof and which either (a) is similar to any Event of Default contained in Article 10 of this Agreement, or related definitions in this Agreement, but contains one or more percentages, amounts or calculations that is more restrictive or has a shorter grace period than those set forth herein, or is more beneficial to the holders or lenders of such other indebtedness, provided that such provision shall be deemed an Additional Default only to the extent that it is more restrictive, has a shorter grace period or is more beneficial, or (b) is different from the subject matter of any Event of Default contained in Article 11 of this Agreement, or related definitions in this Agreement.

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

"**Advance**" means a borrowing by the Borrower by way of a Prime Rate Advance, a U.S. Base Rate Advance, a BA Advance, a BA Equivalent Advance, a SOFR Advance or a Letter of Credit Advance, including deemed Advances and Conversions and Rollovers of existing Advances.

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“**Affiliate**” has the meaning set out in the ABCA.

“**Affiliate Lender Hedge Provider**” has the meaning ascribed thereto in the “Lender Hedge Provider” definition.

“**Agent**” means BMO, in its capacity as administrative agent for the Lenders and includes any Successor Agent appointed pursuant to Section 7.7 of the CBA Model Provisions.

“**Agent Prime Rate**” means, on any day, the floating annual rate of interest established from time to time by BMO as the reference rate it will use to determine rates of interest on Canadian Dollar loans to its customers in Canada and designated as its “Prime Rate”; provided that the “Agent Prime Rate” shall not be less than zero.

“**Agent U.S. Base Rate**” means, on any day, the floating annual rate of interest established from time to time by BMO as the reference rate it will use to determine rates of interest on U.S. Dollar loans to its customers in Canada and designated as its “U.S. Dollar Base Rate”; provided that the “Agent U.S. Base Rate” shall not be less than zero.

“**Agent’s Counsel**” means the firm of McCarthy Tétrault LLP or such other firm of legal counsel as the Agent may from time to time designate.

“**Agreeing Lenders**” has the meaning ascribed thereto in Section 3.2(b).

“**Agreement**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” or similar expressions mean this Second Amended and Restated Credit Agreement and any Schedules attached hereto, as may be amended, supplemented, restated or replaced from time to time.

“**AML Legislation**” has the meaning ascribed thereto in Section 13.21(a).

“**Applicable Environmental Laws**” means those Applicable Laws which pertain to public health or safety, the protection or enhancement of the environment, the Release of materials into the environment or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or loading of Hazardous Materials (including without limitation, the *Environmental Protection and Enhancement Act* (Alberta) and the *Canadian Environmental Protection Act* and orders and directives issued thereunder), and further including any condition, restriction, prohibition or requirement contained in a Permit issued pursuant to such Applicable Laws, affecting or pertaining to the Borrower, a Material Subsidiary or any of their Property.

“**Applicable Laws**” means, in relation to any Person, property, transaction or event:

(a) the common law and all applicable provisions of laws, statutes, rules, policies and regulations of any Governmental/Judicial Body in effect from time to time; and

(b) all judgments, orders, awards, decrees, official directives, writs and injunctions from time to time in effect of any Governmental/Judicial Body in an action, proceeding or matter in which the Person is a party or by which it or its property is bound or having application to the transaction or event.

“**Applicable Margin**” means:

(a) Revolving Facilities - with respect to any Advance or Commitment Fee payable under the Revolving Facilities, the rate per annum (in Basis Points) set forth below based on the then Applicable Margin Senior Debt to EBITDA Ratio, as applicable from time to time (the “**Applicable Margin Grid**”):

Level	**1**	**2**	**3**	**4**	**5**
Applicable Margin Senior Debt to EBITDA Ratio	≤ 1.0:1.0	>1.0:1.0 ≤ 1.75:1.0	>1.75:1.0 ≤ 2.25:1.0	>2.25:1.0 ≤ 3.0:1.0	>3.0:1.0
Prime Rate Advances	[redacted]				
U.S. Base Rate Advances					
Term SOFR Advances					
BA Rate					
Letter of Credit Rate (Performance LCs at 2/3rd of the margin)					
Commitment Fee Rate					

(b) Term Facility - with respect to any Advance payable under the Term Facility, the rate per annum (in Basis Points) as follows: (i) in the case of Prime Rate Advances, [redacted], and (ii) in the case of the BA Rate, [redacted].

As of the Closing Date, the Applicable Margin under the Revolving Facilities is at [redacted].

For the purposes of determining the Applicable Margin under the Revolving Facilities, the Applicable Margin Senior Debt to EBITDA Ratio shall be determined as of the last day of each Fiscal Quarter and any change in any Applicable Margin resulting from a change in the Applicable Margin Senior Debt to EBITDA Ratio shall be effective on (i) the first day of the third month for each of the second, third and fourth Fiscal Quarters, based on the Compliance Certificate delivered for each of the first, second and third Fiscal Quarters respectively, and (ii) the first day of the second Fiscal Quarter, based on the Compliance Certificate delivered for the then most recently completed Fiscal Year (as applicable, the “**Effective Date**”); provided that if the Borrower fails to provide the Agent with a Compliance Certificate for any Fiscal Quarter as required by Section 9.2(b), the Applicable Margin shall be as set out in the column above in the Applicable Margin Grid which refers to an Applicable Margin Senior Debt to EBITDA Ratio of >3.0:1:0 and the Effective Date shall be deemed to be the last day on which the Compliance Certificate was to be provided to the Agent.

Upon the occurrence and during the continuance of an Event of Default, (i) in the case of the Revolving Facilities, each Applicable Margin shall be as set out in Level 5 in the Applicable Margin Grid plus an additional [redacted] for each such Applicable Margin and the Effective Date shall be deemed to be the day upon which such Event of Default occurred and (ii) in the case of the Term Facility, the then current Applicable Margin for the Term Facility plus and additional [redacted]for each Applicable Margin.

Any resulting change, whether an increase or a decrease in the Applicable Margin and the corresponding change in the rate of any interest or fees payable hereunder, shall be calculated and applied as follows:

(a) from and after each applicable Effective Date or Applicable Margin Period, as applicable with respect to outstanding and future Prime Rate Advances, U.S. Base Rate Advances, SOFR Advances and Letter of Credit Advances, as applicable on the basis of the Applicable Margin effective from and after such Effective Date or Applicable Margin Period;

(b) with respect to BA Advances and BA Equivalent Advances made on or after the Effective Date or the Applicable Margin Period, on the basis of the Applicable Margin effective from and after such Effective Date or Applicable Margin Period;

(c) from and after each applicable Effective Date or Applicable Margin Period with respect to the Commitment Fee accruing, on the basis of the Applicable Margin effective from and after such Effective Date or Applicable Margin Period; and

(d) no change shall be made with respect to BA Advances and BA Equivalent Advances outstanding on or before the Effective Date or Applicable Margin Period.

Notwithstanding the foregoing, beginning on the first day of the Fiscal Quarter in which any Junior Debt of the Borrower or its Material Subsidiaries has a remaining term to maturity of less than 12 months, the Applicable Margin under the Revolving Facilities shall be calculated on the basis of the Applicable Margin Total Debt to EBITDA Ratio instead of the Applicable Margin Senior Debt to EBITDA Ratio.

"**Applicable Margin Senior Debt to EBITDA Ratio**" means at any time, the Senior Debt to EBITDA Ratio of the Borrower for the most recently completed four Fiscal Quarters.

"**Applicable Margin Total Debt to EBITDA Ratio**" means at any time, the Total Debt to EBITDA Ratio of the Borrower for the most recently completed four Fiscal Quarters.

"**ARO Directive**" means any order, directive, declaration, decree or other notice to the Borrower or any of its Material Subsidiaries from an ARO Regulator requiring it to abandon, restore, reclaim or otherwise remediate any LMR Assets of the Borrower or any of its Material Subsidiaries or to provide letters of credit, cash deposits or other additional security to the ARO Regulator for its ARO Liabilities.

"**ARO Liabilities**" means at any time the present and future, direct or indirect, absolute or contingent obligations and liability of the Borrower and its Material Subsidiaries to abandon, restore, reclaim or otherwise remediate the LMR Assets of the Borrower and its Material Subsidiaries.

"**ARO Regulator**" means: (a) with respect to Alberta, the Alberta Energy Regulator, (b) with respect to British Columbia, the BC Oil and Gas Commission, and (c) with respect to any other Material Jurisdiction the equivalent Governmental Authority with responsibility for the oversight of environmental matters in the oil and gas industry in such Jurisdiction, and in each case together with any successor or replacement Governmental Authority.

"**ARO Summary**" means a summary (in substantially the form of Schedule L or otherwise in a form satisfactory to the Agent, acting reasonably) setting out in reasonable detail the LMR Assets of the Borrower and its Material Subsidiaries that have associated ARO Liabilities, which shall include a well and facilities list that is used by the Borrower and its Material Subsidiaries in determining the ARO Liabilities (including Non-Producing ARO) to be included on the balance sheet of the Borrower and its Material Subsidiaries, together with a list of the letters of credit, cash deposits and other security provided to the applicable ARO Regulator by the Borrower or a Material Subsidiary.

"**ARO Threshold**" means Cdn. $50,000,000.

"**Assignment and Assumption Agreement**" means an agreement in the form of Schedule B to this Agreement.

"**Available Credits**" means the forms of credit available to the Borrower hereunder and includes Prime Rate Advances, U.S. Base Rate Advances, BA Advances, BA Equivalent Advances, SOFR Advances and Letter of Credit Advances, and "**Available Credit**" means any one of them.

"**BA Advances**" means an Advance effected by way of Bankers' Acceptance.

"**BA Branch of Account**" has the meaning ascribed thereto in Section 7.7(a).

"**BA Discount Proceeds**" means the net cash proceeds resulting from the purchase by the Lenders of Bankers' Acceptances in accordance with Section 7.9(c), before deduction or payment of any Bankers' Acceptance Fee payable in respect thereof to the Lenders.

"**BA Discount Rate**" means in respect of a BA Advance: (i) for a BA Lender that is listed in Schedule I to the *Bank Act* (Canada) or ATB Financial, the arithmetic average of the discount rates for Canadian Dollar bankers' acceptances as quoted on the CDOR Page (or such other page as may, from time to time, replace such page on that service for the purpose of displaying quotations for bankers' acceptances accepted by leading Canadian financial institutions) at approximately 10:00 a.m. (Toronto time) on such Drawdown Date for the purchase of Canadian Dollar bankers' acceptances having a comparable maturity date as the maturity date of such Bankers' Acceptances; or, if such rate is not available at or about such time, the average of the Canadian Dollar bankers' acceptance rates (expressed to five decimal places) as quoted to the Agent by the Schedule I BA Reference Lenders as of 10:00 a.m. (Toronto time) on such Drawdown Date for the purchase by such Schedule I BA Reference Lenders of Canadian Dollar bankers' acceptances having a comparable maturity date as the maturity date of such Bankers' Acceptance (the "**CDOR Rate**", provided however at no time shall the CDOR Rate be less than zero percent (0%)); and (ii) for a BA Lender that is not listed in Schedule I to the *Bank Act* (Canada), the rate established by the Agent to be the lesser of (A) the CDOR Rate plus [redacted]; and (B) the rate (expressed to five decimal places and which shall not be less than zero) as quoted to the Agent by such BA Lender as of 10:00 a.m. (Toronto time) on such Drawdown Date as its discount rate for Canadian Dollar bankers' acceptances' having a comparable maturity date as the maturity date of such Bankers' Acceptances.

"**BA Equivalent Advance**" has the meaning ascribed thereto in Section 7.9(b) of this Agreement.

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

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

"**BA Interest Period**" has the meaning ascribed thereto in Section 7.8(a).

"**BA Lender**" means any Lender which is a bank named on Schedule I, Schedule II or Schedule III to the *Bank Act* (Canada) and which stamps and accepts Bankers' Acceptances.

"**BA Rate**" means from time to time, in respect of an acceptance of a BA Advance or a BA Equivalent Advance, the applicable percentage rate per annum indicated beside the reference to "BA Rate" in the definition of "Applicable Margin".

"**Bankers' Acceptance**" means a non-interest bearing Draft in Canadian Dollars drawn by the Borrower and accepted by a BA Lender and issued for value pursuant to this Agreement.

"**Bankers' Acceptance Fee**" means the amount calculated by multiplying the face amount of a Bankers' Acceptance by the applicable BA Rate, and then multiplying the result by a fraction, the numerator of which is the number of days in the BA Interest Period of such Bankers' Acceptance and the denominator of which is 365.

"**Basel III**" means the international bank capital adequacy rules and rules for minimum and appropriate forms of bank liquidity issued by the Basel Committee on Banking Supervision in December, 2010.

"**Basis Point**" means one-hundredth of one percent.

"**BMO**" means Bank of Montreal, a bank chartered under the *Bank Act* (Canada).

"**Borrower**" means Peyto Exploration & Development Corp., and its successors and permitted assigns.

"**Business Day**" means a day, excluding Saturday and Sunday, on which banking institutions are open for business in Calgary, Alberta, Toronto, Ontario, and New York, New York in respect of any payments hereunder in US Dollars; provided that, when used in connection with a SOFR Advance, or any other calculation or determination involving SOFR, the term "Business Day" means any day that is also a U.S. Government Securities Business Day.

“**Canadian Dollars**”, “**Cdn. Dollars**”, “**Cdn. $**” and “**$**” mean lawful money of Canada.

“**Canadian Dollar Equivalent**” means the amount of Canadian Dollars which would be required to purchase the relevant stated amount of U.S. Dollars based on the Exchange Rate at the effective date of calculation.

“**Canadian Dollar Only Lender**” means any Lender that has notified the Agent that it will not fund U.S. Base Rate Advances or SOFR Advances but in lieu thereof will fund the Canadian Dollar Equivalent in Prime Rate Advances and BA Advances or BA Equivalent Advances, with such BA Advances or BA Equivalent Advances for a similar BA Interest Period as the SOFR Period for the requested SOFR Advance, so long as such Lender has not revoked such notice.

“**Capital Expenditure**” means any expenditure made or to be made by the Borrower and the Material Subsidiaries for fixed or capital assets or improvements which, in accordance with GAAP, would be classified as capital expenditures.

“**Capital Lease**” any lease, license or similar transaction characterized, in accordance with GAAP as at December 31, 2010, as a as a capital lease but, for certainty, excluding any lease that would in accordance with GAAP be determined to be an operating lease. Section 13.3 shall not apply to this definition and notwithstanding any conversion to International Financial Reporting Standards or any other subsequent change in GAAP requiring all leases to be capitalized, only those leases that would constitute a “capital lease” under GAAP on December 31, 2010 shall be considered to be a Capital Lease.

“**Cash Equivalents**” means, as to any Person:

(a) Canadian Dollars or U.S. Dollars;

(b) debt securities payable in Canadian Dollars or U.S. Dollars issued by or directly and fully guaranteed or insured by the federal government of Canada or the United States, any provincial or state government (as applicable) of Canada or the United States, or any agency or instrumentality thereof (provided that the full faith and credit of the federal, provincial or state governments (as applicable) of Canada or the United States is pledged in support of those securities);

(c) certificates of deposit and guaranteed investment certificates in Canadian Dollars or U.S. Dollars, bankers’ acceptances or bearer deposit notes and overnight bank deposits, in each case, with the Administrative Agent, any Lender or with or any United States commercial bank or Canadian chartered bank (or comparable financial institution, including ATB Financial);

(d) repurchase obligations for underlying securities of the types described in subparagraphs (b) and (c) above;

(e) commercial paper;

(f) debt securities of any bank listed in the *Bank Act* (Canada); or

(g) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in subparagraphs (a) through (f) of this definition.

“**CBA Model Provisions**” means the provisions attached hereto in Schedule A.

"**CDOR Page**" means the display referred to as the Refinitiv Screen Canadian Dollar Offered Rate CDOR page (or any display substituted thereof) of Reuters Monitor Money Rates Service (or any successor thereto or Affiliate thereof).

"**CDOR Rate**" has the meaning ascribed thereto in the "BA Discount Rate" definition.

"**Certificate of the Borrower**" means a written certificate addressed to the Agent or the Lenders and signed in the name of the Borrower by any of the President, any Vice-President, the Chief Financial Officer or the Treasurer of the Borrower.

"**Change of Control**" means an event or series of events by which any Person or Persons (acting jointly or in concert, within the meaning of the *Securities Act* (Alberta)) shall, as a result of a tender or exchange offer, open market purchases, privately negotiated purchases, merger, consolidation, issuances of Shares by the Borrower or otherwise, be or become, directly or indirectly, the beneficial owner of 50% or more of the outstanding Shares of the Borrower (regardless of whether such Person or Persons are owned or controlled by the same Person or Persons).

"**Closing Date**" means the date on which the conditions precedent specified in Section 6.1 have been satisfied or waived by all of the Lenders and the initial Advance occurs under the Facilities.

"**Code**" means the *Internal Revenue Code of 1986* (United States), as amended, supplemented or replaced from time to time or any successor thereto.

"**Co-Lead Arrangers**" means, collectively, BMO Capital Markets, Canadian Imperial Bank of Commerce and National Bank Financial Markets.

"**Collateral**" means cash, a bank draft or a letter of credit issued by a chartered bank referred to in Schedule I of the *Bank Act* (Canada), all in a form satisfactory to the Agent, acting reasonably.

"**Collateral Agent**" means TSX Trust Company, as collateral agent for and on behalf of the Secured Parties under the Intercreditor Agreement, together with its successors and assigns.

"**Commitment**" means, in respect of each Lender from time to time, the maximum amount of Advances which such Lender has agreed to make under the applicable Facilities as set out on Schedule C to this Agreement (which shall be amended and distributed to all Parties by the Agent from time to time as other Persons become Lenders or the commitments of current or future Lenders are hereafter assigned, modified, cancelled, reduced, increased or otherwise changed pursuant to the provisions of this Agreement).

"**Commitment Fee Rate**" means, from time to time, the applicable percentage rate per annum indicated beside the reference to "**Commitment Fee Rate"** in paragraph (a) in the definition of "**Applicable Margin**" for the Revolving Facilities.

"**Commitment Fees**" means, collectively, the Syndicated Facility Commitment Fees and the Working Capital Facility Commitment Fees.

"**Commitment Letter**" means the commitment letter dated August 10, 2023 addressed to the Borrower by the Initial Underwriters and acknowledged by the Borrower.

"**Commodity Hedge Agreement**" means an agreement, whether in the form of an ISDA Master Agreement, a GasEDI Base Contract, futures contract, a swap, a written put, a written call, a differential trade, a basis trade or otherwise and includes any such agreement that contemplates physical delivery of commodities or is considered "financial", which agreement is entered into for managing, mitigating or eliminating risks relating to commodity price fluctuations.

"**Compliance Certificate**" means the certificate required to be completed by the Borrower pursuant to Section 9.2(b)(i), a form of which is attached hereto as Schedule D.

"**Consolidated Tangible Assets**" means, as of any date, an amount equal to: (a) Consolidated Total Assets as of the last day of the most recently completed Fiscal Quarter, less (b) all amounts included therein which are attributable to goodwill, patents, trademarks, copyrights and other similarly classified intangible assets, and less (c) all amounts included therein as deferred taxes or other deferred assets.

"**Consolidated Total Assets**" means, as of any date, the book value of the total assets of a Person, as determined on a consolidated basis in accordance with GAAP.

"**Constating Documents**" means, (i) with respect to a corporation, its articles of incorporation, amalgamation or continuance or other similar documents and its by-laws, (ii) with respect to a partnership, its partnership agreement and its declaration or certificate of partnership, (iii) with respect to a trust, its declaration of trust, trust indenture or other similar document and (iv) with respect to any other Person which is an artificial body, the organization and governance documents of such Person, all as amended from time to time.

"**Conversion**" means a conversion or deemed conversion of one type of Advance into another type of Advance pursuant to this Agreement, and each of "**Convert**" and "**Converted**" has a corresponding meaning.

"**Conversion Date**" means the date specified by the Borrower as being the date on which the Borrower has elected (or the date on which it is deemed to have elected) to effect a Conversion and which shall be a Business Day.

"**Conversion Notice**" means a notice requesting a Conversion hereunder substantially in the form attached hereto as Schedule E.

"**Convertible Debt**" means all indebtedness created, incurred, assumed or guaranteed by the Borrower or a Material Subsidiary in respect of convertible subordinated debentures or notes issued by the Borrower or a Material Subsidiary which have all of the following characteristics:

(a) an initial final maturity or due date in respect of repayment of principal extending beyond the current latest Maturity Date in effect at the time such debentures or notes are created, incurred, assured or guaranteed by at least 60 days;

(b) no scheduled or mandatory payment or repurchase of principal thereunder (other than acceleration following an event of default in regard thereto or payments which can be satisfied by delivery of Shares as contemplated in paragraph (f) below) prior to the latest Maturity Date in effect at the time such debentures or notes are created, incurred, assumed or guaranteed;

(c) upon and during the continuance of a Default or an Event of Default (i) all amounts payable in respect of principal, premium (if any) or interest under such debentures or notes are subordinate and junior in right of payment to all Obligations, and (ii) no enforcement steps or enforcement proceedings may be commenced in respect of such indebtedness;

(d) upon any distribution of the assets of the Borrower or a Material Subsidiary on any dissolution, winding up, total liquidation or reorganization of the Borrower or a Material Subsidiary (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for a benefit of creditors or any other marshalling of the assets and liabilities of such Persons or otherwise), all Obligations shall first be paid in full before any payment is made on account of principal, premium (if any) or interest payable in regard to such debentures or notes;

(e) the occurrence of a Default or Event of Default hereunder or the acceleration of the time for repayment of any of the Obligations or enforcement of the rights and remedies of the Agent and the Lenders hereunder or under any Credit Document shall not in and of themselves:

(i) cause a default or event of default (with the passage of time or otherwise) under such debentures or notes or the indenture governing same; or

(ii) cause or permit the indebtedness under such debentures or notes to be due and payable prior to the stated maturity thereof;

(f) payments of interest, principal or premium (if any) due and payable under such debentures or notes can be satisfied, by delivering Shares of the Borrower in accordance with the indenture or agreement governing such debentures or notes (whether such Shares are received by the holders of such debentures or notes as payment or are sold under such indenture or agreement to provide cash for payments to holders of such debentures or notes); and

(g) is otherwise satisfactory to the Majority Lenders.

"**Credit**" means, with respect to any Facility, the credit provided by the Lenders to the Borrower under such Facility.

"**Credit Documents**" means this Agreement, the Material Subsidiary Guarantees, the Security and the agreements, guarantees, certificates, instruments, Drawdown Notices, Conversion Notices, Rollover Notices, Repayment Notices, Service Agreements and all other documents delivered or to be delivered to or for the benefit of the Agent or Lenders pursuant hereto or thereto, all as the same may be amended, modified, varied, restated or replaced from time to time.

"**Currency Hedge Agreement**" means an agreement, whether in the form of an ISDA Master Agreement, a futures contract, a swap, a forward rate, currency exchange contract or otherwise, entered into for or in connection with a forward rate, currency swap or currency exchange and other similar currency-related transactions, the purpose and effect of which is typically to manage, mitigate or eliminate currency exchange rate risk in Canadian Dollars or U.S. Dollars.

"**DBNA**" means the *Depository Bills and Notes Act* (Canada).

"**Debt**" means all indebtedness and obligations in respect of the Borrower, determined on a consolidated basis, which in accordance with GAAP would be recorded in its Financial Statements (including the notes thereto) as indebtedness for borrowed money, and in any event including, without duplication:

(a) money borrowed (including, without limitation, by way of overdraft and money borrowed or indebtedness incurred in respect of participation by the Borrower or any Material Subsidiary in any debt program delivered or offered by a Governmental/Judicial Body) or indebtedness represented by notes payable, debentures and drafts accepted representing extensions of credit;

(b) the face amount of all bankers' acceptances and similar instruments;

(c) the stated amount of all letters of credit, letters of guarantee and surety bonds;

(d) actual amounts owed under Hedge Agreements upon termination of such Hedge Agreements, including early termination, including without limitation, net settlement amounts payable upon maturity and termination payments payable upon termination, which are not paid when due;

(e) net proceeds received from the sale of accounts receivable;

(f) principal obligations as lessee under any Capital Lease or other forms of leases (other than leases of office space and present and future leases that would have been characterized as an operating lease under GAAP as in effect on December 31, 2012) which would otherwise constitute Debt within the meaning of the opening paragraph of this definition;

(g) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments including without limitation any indebtedness or liabilities which may be satisfied by the delivery of Shares of the Borrower or a Subsidiary, in each case to the holder thereof or to another Person on behalf of the holder, or that are not so evidenced but that would be considered by GAAP to be indebtedness for borrowed money;

(h) all obligations of such Person for or in respect of the deferred purchase or acquisition price of property or services (including, without limitation, Purchase Money Obligations) in excess of 30 days;

(i) all obligations upon which interest charges are customarily paid or payable by that Person prior to payment of the principal amount of the obligations in accordance with the terms of such obligations;

(j) all obligations for or in respect of the purchase of any Property, the purchase price in respect of which has been prepaid by the purchaser in excess of 60 days before the Property subject to such purchase is delivered to the purchaser;

(k) all redemption obligations and mandatory dividend obligations of a Person with respect to any Shares issued by such Person and which are by their terms or pursuant to any contract, agreement or arrangement:

(i) redeemable, retractable, payable or required to be purchased or otherwise retired or extinguished, or convertible into debt of such Person (A) at a fixed or determinable date, (B) at the option of the holder thereof, or (C) upon the occurrence of a condition not solely within the control and discretion of such Person, in any case prior to then current latest Maturity Date; or

(ii) convertible into any other Shares described in sub-paragraph (i) above; and

(l) any Guarantee in respect of obligations of another Person which constitutes the types of obligations described in (a) to (k) above,

but, for greater certainty, excluding (i) trade payables and accrued liabilities that are current liabilities incurred in the ordinary course of business, current and future taxes and deferred reclamation obligations relating to Oil and Gas Properties, (ii) any amounts in respect of liabilities for the mark-to-market exposure of the Borrower or a Subsidiary in respect of any Hedge Agreement where such liability remains contingent, (iii) provisions for future performance based compensation, and (iv) the principal amount of Convertible Debt.

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

"**Defaulting Lender**" means any Lender:

(a) that has failed to fund any payment or its portion of any Advances required to be made by it hereunder;

(b) that has notified the Borrower, the Agent, or any Lender (verbally or in writing) that it does not intend to or is unable to comply with any of its funding obligations under this Agreement or has made a public statement to that effect or to the effect that is does not intend to or is unable to fund advances generally under credit arrangements to which it is a party;

(c) that has failed, within 5 Business Days after a request by the Agent, to confirm that it will comply with this Agreement relating to its obligations to fund prospective Advances;

(d) that has otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within 5 Business Days of the date when due, unless the subject of a good faith dispute;

(e) in respect of which a Lender Distress Event has occurred in respect of such Lender or its Lender Parent;

(f) that becomes the subject of a Bail-In Action; or

(g) that is generally in default of its obligations under other existing loan documentation under which it has commitments to extend credit.

"**Designated Account**" means in respect of any Advance under the Facilities, the account or accounts maintained by the Borrower with the Agent or the Working Capital Lender, as applicable, that the Borrower designates as such to the Agent or the Working Capital Lender, as the case may be.

"**Disposition**" has the meaning ascribed thereto in Section 9.10.

"**Distribution**" means:

(a) any declaration or payment of any dividend, royalty or fee of any kind directly or indirectly to any holder of Shares of any Person or to any Affiliate of such holder or Affiliate of such Person;

(b) any repurchase, retraction, redemption or other acquisition or retirement, in whole or in part, of Shares issued by any Person or issued by any Affiliate of any such Person;

(c) any payment by a Person of any amount of principal, interest or other amounts in respect of any Debt which is owed to the holders of Shares in such Person, to an Affiliate of such holder or to any Affiliate of such Person;

(d) any loan or advance which is made by a Person to or in favour of a holder of Shares in such Person, to an Affiliate of such holder or to an Affiliate of such Person; or

(e) the transfer by a Person of any of its property or assets for consideration of less than the fair market value thereof, to any holder of Shares in such Person, to an Affiliate of such holder or to an Affiliate of such Person,

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

"**Documents of Title**" means collectively any and all present and future documents of title and all leases, reservations, Permits, unit agreements, assignments, trust declarations, participation, exploration, farmout, farmin, royalty, purchase, or other agreements by virtue of which the Borrower or any Material Subsidiary is entitled to:

(a) explore for, drill for, recover, take or win Petroleum Substances and the present and future interests of the Borrower or any Material Subsidiary therein, and the rights of the Borrower or any Material Subsidiary thereunder, or

(b) share in the production or proceeds of production or any part thereof or proceeds of royalty, production, profits, or other interests out of, referable to, payable in respect of or any amounts calculable by reference to the volume or value of Petroleum Substances and the present and future interests of the Borrower or any Material Subsidiary therein and the rights of the Borrower or any Material Subsidiary thereunder.

"**Dodd-Frank Act**" means the United States Dodd-Frank Wall Street Reform and Consumer Protection Act.

"**Draft**" means in relation to a Bankers' Acceptance, a depository bill within the meaning of the DBNA in the form required by a BA Lender, drawn by the Borrower in connection with a BA Advance.

"**Drawdown Date**" means the date, which shall be a Business Day, of any Advance.

"**Drawdown Notice**" means a notice requesting an Advance hereunder substantially in the form annexed hereto as Schedule F.

"**EBITDA**" means with respect to the Borrower, as at the end of each Fiscal Quarter of the Borrower, calculated on a rolling four quarter basis, the aggregate amount of net income for the 12 month period then ended determined in accordance with GAAP and, except to the extent otherwise expressly provided, on a consolidated basis, including, without duplication, the net income in such 12 month period attributable to any assets (or group of related assets) or wholly-owned entities acquired directly or indirectly by the Borrower during such period but in each case only where the cost of each such acquisition (or series of acquisitions that constitute one transaction) is in excess of $25,000,000 and excluding therefrom, without duplication, the net income in such 12 month period attributable to any asset (or groups of related assets) or wholly-owned entities disposed of directly or indirectly by the Borrower in each case only where the proceeds of each such disposition (or series of dispositions that constitute one transaction) are in excess of $25,000,000, in each case (without duplication) before (i) interest expense (including all of the costs and expenses of any accounts receivable securitization program of the Borrower or a Material Subsidiary permitted hereunder), (ii) depreciation, depletion, amortization and accretion expenses, (iii) all provisions for Taxes, (iv) all non-cash expenses and non-cash income relating to foreign exchange transactions, Hedge Agreements, future non-cash Taxes and non-cash market and reserve based bonuses, and (v) all other amounts deducted or added to such net income for such period in respect of non-cash items.

"**EEA Financial Institution**" means (i) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (ii) any entity established in an EEA Member Country which is a parent of an institution described in clause (i) of this definition, or (iii) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (i) or (ii) of this definition and is subject to consolidated supervision with its parent.

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

"**EEA Resolution Authority**" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Effective Date**" has the meaning ascribed thereto in the "Applicable Margin" definition.

"**Eligible Assignee**" means any Person (other than a natural person, any Obligor or any Affiliate of an Obligor and excluding the Noteholders and non-traditional lenders such as hedge funds and distress lenders), in respect of which any consent that is required by Section 10(b) of the CBA Model Provisions, has been obtained.

"**Environmental Claims**" has the meaning ascribed thereto in Section 13.17.

"**Environmental Liabilities**" means all liabilities and obligations related to the protection of or damage to the environment or the health and safety of a Person, including liabilities and obligations to comply with or resulting from breaches of Applicable Environmental Laws, liabilities and obligations to compensate any Person for damages to the environment or to the health or safety of a Person, liabilities and obligations to remedy any Release or other occurrences which have caused or could cause damage to the environment or the health or safety of a Person and liabilities and obligations to abandon wells or pipelines, remove structures and equipment and restore or reclaim the sites thereof.

"**Equity or Debt Issuance**" means from time to time (i) any public or private sale or issuance by the Borrower or any Subsidiary of Shares in the Borrower or any Subsidiary (other than, in the case of a Subsidiary, to the Borrower or another Subsidiary), or (ii) any issuance or incurrence by the Borrower or any Subsidiary of any capital markets or private placement of Debt (other than the Net Proceeds of which are used to refinance the existing Notes).

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

"**Event of Default**" has the meaning ascribed thereto in Section 10.1.

"**Excess Cash**" has the meaning ascribed thereto in Section 9.4.

"**Exchange Rate**" means, on any day, with respect to the exchange of Canadian Dollars or U.S. Dollars (the "**First Currency**") into another currency (the "**Other Currency**"), BMO's 4:30PM (Eastern Time) spot rate on the immediately preceding Business Day for purchases of the First Currency with the Other Currency, or if such rate is not or has not yet been quoted on such day, the last preceding 4:30PM (Eastern Time) spot rate of BMO.

"**Existing BAs**" means those Bankers' Acceptances and Notional Bankers Acceptances previously accepted by the applicable "Lenders" (as defined in the Prior Credit Agreement) at the request of the Borrower pursuant to the Prior Credit Agreement, as summarized and set forth in Schedule K.

"**Existing Hedge Agreements**" means those Hedge Agreements that are outstanding on the date hereof that have been entered into by the Borrower and described in Schedule M attached hereto.

"**Existing Lender Hedge Agreements**" means those Existing Hedge Agreements that have been entered into by the Borrower and a Lender Hedge Provider.

"**Face Amount**" means:

(a) in respect of a Bankers' Acceptance, the amount payable to the holder thereof on its maturity;

(b) in respect of a Notional Bankers' Acceptance, the amount payable to the applicable Non BA Lender on the maturity thereof; and

(c) in respect of a Letter of Credit, the maximum amount which the Working Capital Lender is contingently obligated to pay the beneficiary thereof.

"**Facilities**" means, collectively, the Revolving Facilities and the Term Facility, and "**Facility**" means any one of the Facilities.

"**FATCA**" means sections 1471 through 1474 of the Code, as amended or any successor version, any current or future regulations thereunder or relating thereto (whether final, temporary or proposed) or official interpretations thereof and any intergovernmental agreement entered into in connection with the implementation of the foregoing and any regulation, legislation, rules or practices adopted pursuant to any such governmental agreement entered into in connection with Sections 1471 through 1474 of the Code.

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

"**Fee Letter**" means the fee letter dated August 10, 2023 addressed to the Borrower by the Initial Underwriters and acknowledged by the Borrower.

"**Financial Covenants**" means the covenants of the Borrower set out in Section 9.13.

"**Financial Letter of Credit**" means any Letter of Credit that is not a Performance Letter of Credit.

"**Financial Letter of Credit Advance**" means an Advance of credit under this Agreement by the issuance of a Financial Letter of Credit by the Working Capital Lender, at the request of the Borrower.

"**Financial Letter of Credit Rate**" means, from time to time, in respect of a Financial Letter of Credit Advance, the applicable percentage rate per annum indicated beside the reference to "Letter of Credit Rate" in the definition of "Applicable Margin".

"**Financial Statements**" means, in respect of any Person, the financial statements of such Person as at a specified date and for the period then ended and shall include a balance sheet, statement of earnings, statement of changes in shareholders' or unitholders' (as the case may be) equity, statement of cash flow and application of funds, together with comparative figures in each case (where a comparative period on an earlier statement exists), all prepared, maintained and stated in accordance with GAAP applied consistently.

"**Fiscal Quarter**" means with respect to a Person, the three month period commencing on the first day of each of its Fiscal Years and each successive three month period thereafter during such Fiscal Year.

"**Fiscal Year**" means, with respect to a Person, its fiscal year which, in the case of the Borrower, presently commences on January 1 of each year and ends on December 31 of such year.

"**Floor**" means 0.00% per annum.

"**Forecasted Gas Production**" at any time means the forecasted gross proprietary working interest average daily production of natural gas of the Borrower and its Material Subsidiaries for the applicable period.

"**GAAP**" means generally accepted accounting principles which are consistently applied, which are in effect from time to time in Canada and the statements and interpretations issued by the Chartered Professional Accountants of Canada in effect from time to time.

"**Governmental/Judicial Body**" means:

(a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances,

(b) any Person acting under the authority of any of the foregoing or under a statute, rule, policy or regulation thereof, and

(c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

"**Guarantee**" means any guarantee, undertaking to assume, endorsement (other than the routine endorsement of cheques in the ordinary course of business), contingent agreement to purchase, repurchase or to provide funds for the payment of any obligation of any Person or any other agreement, instrument or document under which a Person otherwise directly or indirectly becomes liable: (i) in respect of any obligation of any other Person, (ii) to maintain the solvency or any balance sheet or other financial condition of any other Persons (including keep-well covenants), or (iii) to make payment for any products, materials or supplies, or for any transportation or services regardless of the non-delivery or non-furnishing thereof, in each case, if the purpose or intent of such agreement is to provide assurance that such obligations will be paid or performed, or that agreements relating thereto will be complied with, or that the holder of such obligations will be protected against non-payment or non-performance in respect thereof; provided that the amount of each Guarantee shall be deemed to be the amount of the obligation guaranteed thereby 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 and the amount of such obligation.

"**Hazardous Materials**" means any substance or mixture of substances that if released to the environment is likely to cause, immediately or at some future time, harm or damage to or impairment of the environment, any risk to human health or safety or Property including any pollutant, contaminant or waste, and any "dangerous goods", "hazardous chemical", "hazardous substance", "hazardous waste" or "toxic substance" as defined by any Applicable Environmental Law.

"**Hedge Agreements**" means any Currency Hedge Agreements, Interest Rate Hedge Agreements, or Commodity Hedge Agreements.

"**Hedging Policy**" means at any time, the then current policy approved by the board of directors of the Borrower with respect to the entering into by the Borrower and its Subsidiaries of Currency Hedge Agreements and Commodity Hedge Agreements and with respect to the period from the Closing Date to October 31, 2025, such Hedging Policy shall provide for entering into and maintaining hedging with the following aggregate minimum percentages of Forecasted Gas Production for each relevant hedge season indicated below:

(a) Season 1 (commencing the first day of the calendar month immediately following the Closing Date until March 31, 2024): 60%, of Forecasted Gas Production for such season, to be entered into before the Closing Date;

(b) Season 2 (commencing April 1, 2024, until October 31, 2024): 60%, of Forecasted Gas Production for such season, to be entered into before the Closing Date;

(c) Season 3 (commencing November 1, 2024 until March 31, 2025): 50%, of Forecasted Gas Production for such season, to be entered into not later than 60 days following the Closing Date; and

(d) Season 4 (commencing April 1, 2025, until October 31, 2025): 50%, of Forecasted Gas Production for such season, to be entered into not later than 90 days following the Closing Date.

"**Independent Engineering Report**" means one or more economic and reserve engineering evaluation reports prepared by an independent engineering firm chosen by the Borrower and acceptable to the Agent, acting reasonably, covering all Oil and Gas Properties and to include, without limitation, the royalty interests, the proved developed producing, proved developed non-producing and proved undeveloped hydrocarbon resources and a projection of the rate of production and cash flow with respect thereto, of the Borrower and the Material Subsidiaries, in the form and substance satisfactory to the Lenders.

"**Initial Underwriters**" means, collectively, BMO, Canadian Imperial Bank of Commerce and National Bank of Canada.

"**Intercreditor Agreement**" means the collateral agency and intercreditor agreement dated June 29, 2020, entered into by the Collateral Agent, the Agent and the Noteholders, a copy of which is attached hereto as Schedule N, as the same may be amended, supplemented, restated or replaced from time to time.

"**Interest Coverage Ratio**" means, as at a certain date, the ratio of the EBITDA of the Borrower for the most recently completed four Fiscal Quarters to the Interest Expense of the Borrower for such four Fiscal Quarters; provided however, if prior to the end of any Relevant Fiscal Quarter or prior to the date on which a Compliance Certificate is due relating to the period ending at the end of such Relevant Fiscal Quarter, the Borrower or a Material Subsidiary has consummated a Material Transaction, the Borrower may or the Agent may request that the Borrower submit to the Agent a *pro forma* Compliance Certificate, together with a management analysis (including supporting financial statements) respecting the *pro forma* Compliance Certificate, setting forth what would have been the Interest Coverage Ratio (determined in the manner described above) at the end of such Relevant Fiscal Quarter, had the Material Transaction closed at the beginning of the Fiscal Quarter immediately preceding the Relevant Fiscal Quarter and if, in the opinion of the Agent, acting reasonably, the *pro forma* Compliance Certificate accurately represents what would have been the Interest Coverage Ratio at the end of the Relevant Fiscal Quarter had the Material Transaction closed at the beginning of the Fiscal Quarter immediately preceding the Relevant Fiscal Quarter, the Interest Coverage Ratio shall be the ratio as disclosed in such *pro forma* Compliance Certificate.

"**Interest Expense**" means at any time, all of the interest expenses of the Borrower calculated on a consolidated basis for the most recently completed four Fiscal Quarters, as the same would be set forth or reflected in a consolidated statement of earnings of the Borrower and, in any event and without limitation, shall include:

(a) all interest accrued or payable in respect of such period (including for greater certainty and without duplication, interest accrued or payable in respect of Convertible Debt);

(b) all fees (including standby, letter of credit, guarantee, commitment and bankers' acceptances fees) accrued or payable in respect of such period and which relate to any Debt, prorated (as required) over such period;

(c) any difference between the face amount and the discount proceeds of any bankers' acceptances, commercial paper, notes and other obligations issued at a discount, prorated (as required) over such period;

(d) the interest component of such Person as lessee under any Capital Lease, but excluding interest expense attributable to other leases that are excluded from Debt in paragraph (f) of the definition of Debt; and

(e) all net amounts charged or credited to interest expense under any Hedge Agreements in respect of such period.

"**Interest Payment Date**" means, with respect to Prime Rate Advances and U.S. Base Rate Advances, the first Business Day following the last day of each calendar month.

"**Interest Rate Hedge Agreement**" means an agreement, whether in the form of an ISDA Master Agreement, a futures contract, a swap transaction, an interest rate option, a cap transaction, floor transaction, collar transaction or otherwise, typically entered into for the managing, mitigating or eliminating risks relating to interest rate fluctuations.

"**Junior Debt**" means Debt of the Borrower or any Material Subsidiary that is unsecured, or if secured, is subordinated and postponed in all respects to all Senior Debt and the Security pursuant to a subordination and postponement agreement including usual and customary subordination and postponement provisions, in form and substance satisfactory to the Majority Lenders, acting reasonably.

"**Lender Distress Event**" means, in respect of a Lender:

(a) such Lender or its Lender Parent is subject to a forced liquidation, merger, sale or other change of control supported in whole or in part by guarantees or other support (including the nationalization or assumption of ownership or operating control by the Government of the United States, Canada or any other Governmental/Judicial Body);

(b) such Lender or its Lender Parent is otherwise adjudicated as, or determined to be, insolvent or bankrupt, in each case, by any Governmental/Judicial Body having regulatory authority over such Lender or Lender Parent or their respective assets;

(c) such Lender or its Lender Parent has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within fifteen (15) days thereafter; or

(d) such Lender or its Lender Parent causes or is subject to any event with respect to it which, under the Applicable Law of any jurisdiction, has an analogous effect to any of the events specified in subparagraphs (a) to (c) above, inclusive, provided that, for certainty, a Lender Distress Event shall not have occurred solely by virtue of the ownership or acquisition of any equity interest in such Lender or its Lender Parent by any Governmental/Judicial Body.

"**Lender Hedge Provider**" means:

(a) any Lender holding Obligations under Permitted Hedges;

(b) any Person holding Obligations under Permitted Hedges that was a Lender hereunder at the time such Permitted Hedges were entered into; and

(c) any Affiliate of a Lender described in (a) or (b) above, where the Affiliate of such Lender is owed any Obligations under Permitted Hedges (an "**Affiliate Lender Hedge Provider**").

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

"**Lenders**" means the financial institutions from time to time parties to this Agreement and "**Lender**" means any one of the Lenders.

"**Letter of Credit**" means a documentary letter of credit, standby letter of credit or letter of guarantee, issued under the Working Capital Facility in Canadian Dollars or U.S. Dollars, in a form acceptable to the Working Capital Lender, and includes a Financial Letter of Credit and a Performance Letter of Credit.

"**Letter of Credit Advance**" means an Advance under the Working Capital Facility by the Working Capital Lender pursuant to this Agreement, by the issuance of a Letter of Credit at the request and for the account of the Borrower.

"**Letter of Credit Fee**" means, at any time, in respect of each Letter of Credit issued hereunder, the fee payable for each Letter of Credit Advance, calculated in accordance with Section 4.1(c).

"**Letter of Credit Limit**" means the maximum aggregate Face Amount of the issued and outstanding Letters of Credit that may be issued by the Working Capital Lender on behalf of the Borrower under the Working Capital Facility. As of the date hereof, the Letter of Credit Limit is Cdn. [redacted] or the U.S. Dollar Equivalent thereof.

"**Letter of Credit Rate**" means the Financial Letter of Credit Rate or the Performance Letter of Credit Rate, as applicable.

"**LMR**" means, for any Material Jurisdiction, the environmental liability management rating (or equivalent) governing conventional upstream oil and gas wells, facilities, and pipelines for such Material Jurisdiction, as determined in accordance with the rules and regulations of each applicable Material Jurisdiction and its ARO Regulator for the then relevant period.

"**LMR Assets**" means, for any province or similar jurisdiction in Canada, all of the upstream oil and gas wells, facilities and pipelines of the Borrower and its Material Subsidiaries and all other physical assets of the Borrower and its Material Subsidiaries relevant to the determination of the LMR in such jurisdiction.

"**Majority Lenders**" means any Lender or group of Lenders holding, in the aggregate, a minimum of 66 2/3% of the Total Commitment.

"**Majority Revolving Lenders**" means any Lender or group of Lenders holding, in the aggregate, a minimum of 66 2/3% of the Total Revolving Commitment.

"**Majority Syndicated Facility Lenders**" means any Syndicated Facility Lender or group of Syndicated Facility Lenders holding, in the aggregate, a minimum of 66 2/3% of the Syndicated Facility Commitments.

"**Majority Term Facility Lenders**" means any Term Facility Lender or group of Term Facility Lenders holding, in the aggregate, a minimum of 66 2/3% of the aggregate of the Term Facility Commitments.

"**Material Adverse Effect**" means any matter, event or circumstance which individually or in the aggregate has a material adverse effect on:

(a) the business, financial condition, operations or Property of the Borrower and the Material Subsidiaries (taken as a whole);

(b) the ability of the Borrower or the Material Subsidiaries (taken as a whole) to pay and perform the Obligations in accordance with this Agreement and the other Credit Documents to which they are a party;

(c) the ability of the Borrower or the Material Subsidiaries (taken as a whole) to perform any material obligation in accordance with the Credit Documents to which they are a party;

(d) the validity or enforceability of this Agreement or any other Credit Document (other than Service Agreements);

(e) the rights and remedies of the Agent and the Lenders under the Credit Documents (other than Service Agreements); or

(f) the priority ranking of any of the Security Interests granted by the Security or the rights or remedies intended or purported to be granted to the Agent under or pursuant to the Security.

"**Material Jurisdiction**" means any province or similar jurisdiction in Canada where (a) the Borrower or any of its Material Subsidiaries directly owns or operates any LMR Assets, and (b) the aggregate associated undiscounted and uninflated ARO Liabilities (expressed in nominal dollars) of such LMR Assets in such jurisdiction, as shown in the most recent ARO Summary delivered to the Agent, are in excess of Cdn. $50,000,000.

"**Material Subsidiary**" means any Subsidiary of the Borrower: (i) whose total assets constitute more than 5% of the Consolidated Total Assets of the Borrower, (ii) whose total revenue in any consecutive twelve (12) month period constitutes more than 5% of the consolidated total revenue of the Borrower for then preceding consecutive twelve (12) month period, or (iii) who has provided the Agent a Material Subsidiary Guarantee. On the date hereof, AcquireCo and, after giving effect to the closing of the Repsol Acquisition, Repsol Partnership and 15249856 Canada Ltd. are the only Material Subsidiaries.

“**Material Subsidiary Guarantee**” has the meaning ascribed thereto in Section 5.1.

“**Material Subsidiary Security**” has the meaning ascribed thereto in Section 5.1.

“**Material Transaction**” means the acquisition or disposition of Shares or other Property of a Person for a price that exceeds Cdn. $25,000,000 or the equivalent thereof in any other currency.

“**Maturity Date**” means the Syndicated Facility Maturity Date, the Working Capital Facility Maturity Date and/or the Term Facility Maturity Date, as the context may require.

“**Net Proceeds**” means, with respect to any Equity or Debt Issuance by the Borrower or any Subsidiary, the net amount equal to the aggregate amount received in cash in connection with such issuance, less the fees (including without limitation, legal fees), commissions and other out of pocket expenses owed or paid to any Person by the Borrower or such Subsidiary with respect to such Equity or Debt Issuance, other than (i) any September 2023 Excess Proceeds and (ii) any accrual of dividend amounts payable from the proceeds received from the September 2023 Offering while such proceeds are held in escrow.

“**Non-Agreeing Lender**” has the meaning ascribed thereto in Section 3.2(a).

“**Non BA Lender**” means a Lender which is not permitted by Applicable Law or does not by its customary market practices, stamp or accept Bankers’ Acceptances.

“**Non-Producing ARO**” means undiscounted and uninflated ARO Liabilities for all inactive (non-producing), suspended or abandoned LMR Assets.

“**Note Agreements**” means collectively, the Shelf Agreement, 3.95% Note Agreement, 4.26% Note Agreement, and 4.39% Note Agreement, and “**Note Agreement**” means any of them.

“**Note Documents**” means collectively the Shelf Note Documents, 3.95% Note Documents, 4.26% Note Document, and 4.39% Note Documents.

“**Noteholders**” means collectively, the Shelf Noteholders, 3.95% Noteholders, 4.26% Noteholders, and 4.39% Noteholders, and “**Noteholder**” means any one of them.

“**Notes**” means collectively, the Shelf Notes, 3.95% Notes, 4.26% Notes, and 4.39% Notes, and “**Note**” means any of them.

“**Notice**” has the meaning ascribed thereto in Section 13.25.

“**Notification Date**” has the meaning ascribed thereto in Section 3.2(a).

“**Notional Bankers’ Acceptances**” has the meaning ascribed thereto in Section 7.9(b).

“**Obligations**” means all obligations (including the Outstandings), liabilities, covenants, agreements and undertakings of the Borrower and its Material Subsidiaries to the Agent, the Lenders and the Lender Hedge Providers, or any of their respective Affiliates, under or in any way connected with, arising out of or contemplated by this Agreement, any Parent Guarantee, any Material Subsidiary Guarantee, any Material Subsidiary Security, any Service Agreements, any other Credit Document or any Permitted Hedge and whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, including all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether as principal or surety and all interest, fees, legal and other costs, charges and expenses relating to any of the foregoing.

"**Offer of Extension**" means a written notice by the Agent, on behalf of the Agreeing Lenders, to the Borrower to extend the Syndicated Facility Maturity Date and/or the Working Capital Facility Maturity Date of such Lenders to a date not more than four (4) years after the then current Syndicated Facility Maturity Date and/or the Working Capital Facility Maturity Date, as applicable, and setting forth the terms and conditions on which such extension is offered by such Lenders and as may be accepted by the Borrower.

"**Oil and Gas Properties**" means all of the interest, right, title and estate of the Borrower and the Material Subsidiaries, now owned or hereafter acquired, in and to:

(a) all lands and other real and immovable Property interests of the Borrower and the Material Subsidiaries (including leasehold lands and licenses held by the Borrower and the Material Subsidiaries relating thereto) owned, held or used, from time to time, in connection with the exploration for and development (including, without limitation, such interests in respect of which no proved reserves are attributed), production, processing, transportation and marketing of Petroleum Substances;

(b) the rights to explore for, mine, drill for, produce, take, save or market Petroleum Substances under all lands and other real and immovable Property interests referred to in subclause (a) of this definition;

(c) the Petroleum Substances within, upon or under all lands and other real and immovable Property interests referred to in subclause (a) of this definition;

(d) royalty, production, profits and other interests or payments out of, referable to, or payable in respect of, Petroleum Substances or the value thereof produced from or allocable to the lands and real and immovable Property interests referred to in subclause (a) of this definition;

(e) all Tangibles;

(f) the Documents of Title;

(g) any and all rights and interests in the foregoing substantially replacing, extending or renewing any thereof in the event of termination, surrender, negotiation, renegotiation or supersession thereof; and

(h) any and all rights to acquire any of the foregoing.

"**Other Indebtedness Agreement**" means any agreement pursuant to which the Borrower or any Material Subsidiary incurs indebtedness or is provided with credit facilities in respect of indebtedness, in each case as described in paragraphs (a), (b), or (c) of the definition of Debt, including without limitation, the Note Agreements.

"**Outstanding Principal**" means at any time in relation to the Facilities or any Facility, as the context requires, the aggregate at any such time of:

(a) the Canadian Dollar equivalent of the outstanding principal amount of all Prime Advances, US Base Rate Advances and SOFR Advances;

(b) the Face Amount of all BA Advances and all BA Equivalent Advances; and

(c) the Canadian Dollar equivalent of the Face Amount of all outstanding Letters of Credit.

"**Outstandings**" means at any time in relation to the Facilities or any Facility, as the context requires, the aggregate at any such time of the principal amount and all overdue and unpaid interest outstanding in respect of:

(a) the Canadian Dollar equivalent of any Prime Rate Advances, U.S. Base Rate Advances and SOFR Advances;

(b) the Face Amount of all BA Advances and all BA Equivalent Advances; and

(c) the Canadian Dollar equivalent of the Face Amount of all outstanding Letters of Credit.

"**Parent Guarantee**" has the meaning ascribed thereto in Section 5.1(d).

"**Party**" means each Person that has executed this Agreement and each Person that subsequently becomes a Lender hereunder and "**Parties**" means all of them; provided however, a Lender shall cease to be a Party upon the repayment to such Lender of all Obligations owed to it hereunder and the cancellation or termination of the Commitment of such Lender in accordance with this Agreement.

"**Performance Letter of Credit**" means a Letter of Credit issued for the purpose of providing security to the beneficiary for non-monetary performance obligations of the Borrower or another Person.

"**Performance Letter of Credit Advance**" means an Advance of credit under this Agreement by the issuance of a Performance Letter of Credit by the Working Capital Lender, at the request of the Borrower.

"**Performance Letter of Credit Rate**" means, from time to time, in respect of a Performance Letter of Credit Advance, 66.67 % of the applicable percentage rate per annum indicated beside the reference to "Letter of Credit Rate" in the definition of "Applicable Margin".

"**Permits**" means governmental licences, authorizations, consents, registrations, exemptions, permits (including where applicable, export permits) and other approvals required by Applicable Law.

"**Permitted Distributions**" means Distributions made by the Borrower and the Material Subsidiaries provided that the Senior Debt to EBITDA Ratio is less than or equal to 2.5:1.0, as evidenced by the Compliance Certificate for the most recently completed Fiscal Quarter, and taking into account such Distributions on a pro forma basis for such Fiscal Quarter; and provided further, that in each case, no Default or Event of Default has occurred and is continuing at the time such Distribution is declared or made, or would reasonably be expected to occur as a result of such Distribution.

"**Permitted Encumbrances**" means, in respect of the Borrower and the Material Subsidiaries:

(a) Security Interests for Taxes, assessments or governmental charges which are not due or delinquent, or the validity of which the Borrower or any Material Subsidiary shall be contesting in good faith;

(b) Security Interests imposed or permitted by law such as carriers' liens, builders' liens, materialmen's liens and other liens, privileges or other charges of a similar nature incurred in the ordinary course of business of the Borrower or any Material Subsidiary which relate to obligations not due or delinquent or, if due or delinquent, any lien, privilege or charge which the Borrower and/or such Material Subsidiary shall be contesting in good faith;

(c) undetermined or inchoate Security Interests arising in the ordinary course of and incidental to construction or current operations which have not been filed pursuant to law against the Borrower or any Material Subsidiary or any of their respective Property or in respect of which no steps or proceedings to enforce such Security Interests have been initiated or which relate to obligations which are not due or delinquent or, if due or delinquent, any security interest which the Borrower or such Material Subsidiary shall be contesting in good faith;

(d) Security Interests incurred or created in the ordinary course of business and in accordance with sound oil and gas industry practice in the jurisdiction in which the business is being conducted in respect of the joint operation of Oil and Gas Properties or related production or processing facilities as security in favour of any other Person conducting the development or operation of the property to which such Security Interests relate, for the Borrower's or any Material Subsidiary's portion of the costs and expenses of such development or operation, provided that such costs or expenses are not due or delinquent or, if due or delinquent, any Security Interests which the Borrower or any such Material Subsidiary shall be contesting in good faith;

(e) Security Interests for penalties arising under ordinary course non-participation provisions of operating agreements in respect of the Borrower's or any Material Subsidiary's Oil and Gas Properties if such Security Interests, either alone or in the aggregate, do not materially detract from the value of any material part of the Property of the Borrower and the Material Subsidiaries taken as a whole;

(f) Security Interests arising in connection with workers' compensation, employment insurance, pension and employment laws or regulations, provided that the obligations secured are not due or delinquent or, if due or delinquent, any security interests which the Borrower or any such Material Subsidiaries shall be contesting in good faith;

(g) Security Interests in favour of a Governmental/Judicial Body when required by such Governmental/Judicial Body in the ordinary course of the business of the Borrower or any Material Subsidiary in connection with operations of the Borrower or any such Material Subsidiary if such Security Interest does not, either alone or in the aggregate, materially impair the use of any Property subject to such Security Interest in the conduct of the business of the Borrower and the Material Subsidiaries taken as a whole;

(h) rights of first refusal (to the extent the same constitute a Security Interest) relating to the Oil and Gas Properties of the Borrower or any Material Subsidiary in favour of any Person granted to arm's length third parties in the ordinary course of business and for the purpose of carrying on the same;

(i) Security Interests the satisfaction of which has been provided for by deposit with the Agent of cash or a surety bond or other security satisfactory to the Agent in an amount sufficient to pay the liability in respect of such Security Interests in full;

(j) to the extent the same constitutes a Security Interest, Permitted Title Defects;

(k) Security Interests in the Property of the Borrower or any Material Subsidiary (other than those over all or substantially all of the Property of the Borrower or any Material Subsidiary) not referred to in (a) to (j) above, provided that the aggregate amount secured by all such Security Interests does not at any time exceed Cdn. $25,000,000 less the Face Amount of all Letters of Credit issued under the Working Capital Facility and cash collateral, in each case, supporting or securing any Commodity Hedge Agreement entered into by the Borrower or a Material Subsidiary with a Person that is not a Lender Hedge Provider;

(l) Security Interests granted in favour of the Collateral Agent pursuant to the Security; and

(m) any Security Interest from time to time disclosed by the Borrower to the Agent and which is consented to by the Lenders (including any such Security Interest disclosed on the Closing Date).

Provided however, in each case where the Borrower or a Material Subsidiary is contesting any obligations, taxes or assessments as contemplated herein, such Security Interests shall only be Permitted Encumbrances (A) if such Person establishes to the satisfaction of the Lenders, acting reasonably, a sufficient reserve for, or if requested by the Lenders after the Lenders, acting reasonably, determine that there is reasonable likelihood of an adverse result, deposits with a court of competent jurisdiction or assessing authority, or to such other Person as is acceptable to the Lenders, acting reasonably, sufficient funds or a surety bond, for the total amount claimed to be secured by such Security Interests, where the application of such reserve, funds or bond would result in their discharge, and (B) for so long as such contestation effectively postpones the enforcement against the Property of the Borrower and the Material Subsidiaries of the rights of the holder thereof.

“**Permitted Hedges**” means (i) the Existing Hedge Agreements, (ii) those Currency Hedge Agreements, Interest Rate Hedge Agreements and Commodity Hedge Agreements entered into by the Borrower or a Material Subsidiary with a Lender Hedge Provider, and (iii) Commodity Hedge Agreements providing for the physical delivery of natural gas to various market hubs entered into in accordance with the Hedging Policy and the then current marketing strategy approved by the board of directors of the Borrower, entered into by the Borrower or a Material Subsidiary with a Lender Hedge Provider or other Persons (provided that any such Commodity Hedge Agreement entered into by the Borrower or a Material Subsidiary and any other Person shall not be secured by the Security and may only be supported with Letters of Credit issued under the Working Capital Facility and/or cash collateral up to a maximum aggregate amount of $25,000,000); provided however, notwithstanding the foregoing, for the purpose of the Security and each other Credit Document, “**Permitted Hedges**” shall mean each Existing Hedge Agreement entered into by the Borrower and a Lender Hedge Provider and each other Hedge Agreement entered into by the Borrower and a Material Subsidiary and any Person (or any Affiliate of such Person) that was a Lender at the time such Hedge Agreement was entered into, regardless of whether or not such Person subsequently ceases to be a Lender under this Agreement.

"**Permitted Title Defects**" means, in respect of the Borrower or any Material Subsidiary:

(a) overriding royalty interests, net profit interests, reversionary interests and carried interests or other similar burdens on Petroleum Substance production in respect of the Borrower's or any Material Subsidiary's Oil and Gas Properties that are entered into with or granted to arm's length third parties in the ordinary course of business and for the purpose of carrying on the same and in accordance with sound oil and gas industry practice in the jurisdiction in which the business is being conducted;

(b) easements, rights-of-way, servitudes, zoning or other similar rights or restrictions in respect of land held by the Borrower or any Material Subsidiaries (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, either alone or in the aggregate, do not materially detract from the value of such land or materially impair its use in the operation of the business of the Borrower and the Material Subsidiaries taken as a whole;

(c) the right reserved to or vested in any Governmental/Judicial Body by the terms of any lease, license, grant or permit or by any statutory or regulatory provision to terminate any such lease, license, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;

(d) all reservations in the original grant from the Crown of any lands and premises or any interests therein and all statutory exceptions, qualifications and reservations in respect of title; and

(e) title defects that are consented to by the Lenders.

"**Person**" means any individual, corporation, company, partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.

"**Petroleum Substances**" means petroleum, crude oil, crude bitumen, synthetic crude oil, oilsands, bituminous sands, natural gas, natural gas liquids, condensate, related hydrocarbons and any and all other substances, whether liquid, solid or gaseous, whether hydrocarbons or not, produced or producible in association with or derived from any of the foregoing, including hydrogen sulphide, sulphur and coke.

"**Prime Rate**" means, on any day, the floating annual rate of interest equal to the greater of:

(a) the Agent Prime Rate plus the Applicable Margin for a Prime Rate Advance; and

(b) the CDOR Rate (expressed to five decimal places) for Bankers' Acceptances with a term to maturity of 30 days plus the Applicable Margin for a Prime Rate Advance and 1.00%.

"**Prime Rate Advance**" means an Advance in Canadian Dollars bearing interest based on the Prime Rate and includes deemed Prime Rate Advances provided for in Section 7.12.

"**Property**" means, in respect of any Person, its property, assets and undertaking for the time being, both real and personal, tangible and intangible.

"**Proportionate Share**" means in respect of each Lender from time to time:

(a) with respect to a Facility, the percentage of the Credit under such Facility which a Lender has agreed to advance to the Borrower, determined by dividing such Lender's Commitment under such Facility by the aggregate of all of the Lenders' Commitments under such Facility;

(b) with respect to all of the Facilities, the percentage of the Credit under the Facilities which a Lender has agreed to advance to the Borrower, determined by dividing such Lender's Commitment under all of the Facilities by the Total Commitment;

(c) with respect to an Advance or a payment under the Syndicated Facility and the Term Facility only, the percentage of the Syndicated Facility or the Term Facility which a Lender has agreed to advance to the Borrower, determined by dividing such Lender's Commitment under the Syndicated Facility or the Term Facility, as applicable, by the aggregate of all of the Lenders' Commitments under the applicable Facility;

(d) with respect to an Advance by or repayment to the Working Capital Lender only under the Working Capital Facility, 100%;

(e) with respect to the Obligations owed to all of the applicable Lenders on and after the applicable Maturity Date for a Facility, the percentage of the Obligations owed to a Lender under such Facility and its Affiliate Lender Hedge Provider (if applicable) that provided Permitted Hedges (that are Interest Rate Hedge Agreements) with respect to such Facility, determined by dividing the amount of the Obligations owed to such Lender under such Facility and such Affiliate Lender Hedge Provider under such Permitted Hedges by the aggregate of all of the then outstanding Obligations owed by the Borrower to all of the Lenders under such Facility and all of the Lender Hedge Providers that provided Permitted Hedges (that are Interest Rate Hedge Agreements) with respect to such Facility; and

(f) with respect to the Obligations owed to all of the applicable Lenders upon the acceleration of the Obligations pursuant to Section 10.2, the percentage of the Obligations owed to a Lender and its Affiliate Lender Hedge Provider (if applicable) under this Agreement, the other Credit Documents and the Permitted Hedges, determined by dividing the amount of the Obligations owed to such Lender and Affiliate Lender Hedge Provider under this Agreement, the other Credit Documents and the Permitted Hedges by the aggregate of all of the then outstanding Obligations owed by the Borrower to all of the Lenders and Lender Hedge Providers under this Agreement, the other Credit Documents and the Permitted Hedges.

"**Purchase Money Obligation**" means any indebtedness incurred, assumed or owed by the Borrower or any Material Subsidiary as all or part of, or incurred or assumed by the Borrower or any Material Subsidiary to provide funds to pay all or part of the purchase or acquisition price (including any deferred purchase or acquisition price) of any Property acquired by the Borrower or any Material Subsidiary; provided that none of the Borrower or any Material Subsidiary or an Affiliate thereof, immediately prior to entering into an agreement for the acquisition of such Property, owns or has any interest in, or any entitlement to own, or has any interest in, the Property thereof being so acquired.

"**Purchasing Lender**" has the meaning ascribed thereto in Section 3.2(c).

"**Release**" means any presence, release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, leaching or migration of any element or compound in or into the indoor or outdoor environment (including the abandonment or disposal of any barrels, tanks, containers or receptacles containing any contaminant), or in, into or out of any vessel or facility, including the movement of any contaminant through the air, soil, subsoil, surface, water, ground water, rock formation or otherwise which is or may be (under any circumstances, whether or not they have occurred):

(a) contrary to any Applicable Laws, the terms of any title or operating document, or to any other Permit; or

(b) harmful to any Person, Property or the environment.

"**Relevant Fiscal Quarter**" has the meaning ascribed thereto in the "Total Debt to EBITDA Ratio" definition.

"**Repayment Notice**" means a notice to effect a repayment hereunder substantially in the form annexed hereto as Schedule G.

"**Replacement LMR**" has the meaning given to in Section 13.2.

"**Repsol Acquisition**" means the acquisition by the Borrower (or AcquireCo) of all of the issued and outstanding units of the Repsol Partnership from the Vendors pursuant to the terms and conditions of the Repsol Purchase Agreement.

"**Repsol Partnership**" means Repsol Canada Energy Partnership, a general partnership formed under the laws of the Province of Alberta, and its successors and assigns.

"**Repsol Purchase Agreement**" means the partnership interest purchase agreement dated as of September 6, 2023 among the Vendors, as the partners of the Repsol Partnership, the Borrower and AcquireCo, as purchaser and Repsol Exploracion, S.A., in its capacity as covenantor and indemnitor, including all schedules, exhibits and disclosure letters related thereto, wherein the Borrower (or AcquireCo) purchases, among other things, all of the issued and outstanding units of the Repsol Partnership.

"**Repsol Specified Acquisition Agreement Representations**" means the representations made by, or on behalf of, Repsol Partnership and its Subsidiaries and their respective assets in the Repsol Purchase Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or AcquireCo has the right (taking into account any applicable cure provisions) to terminate its obligations under the Repsol Purchase Agreement, or decline to consummate the Repsol Acquisition (in each case in accordance with the terms thereof) as a result of any breach or inaccuracy of such representations in the Repsol Purchase Agreement.

"**Request for Offer of Extension**" means a request by the Borrower for an offer by the Lenders to extend the Syndicated Facility Maturity Date or the Working Capital Facility Maturity Date of each applicable Lender pursuant to Section 3.2(c), in the form attached hereto as Schedule J, executed by an authorized officer of the general partner of the Borrower.

"**Resolution Authority**" means (a) with respect to any EEA Financial Institution, an EEA Resolution Authority or, (b) with respect to any UK Financial Institution, a UK Resolution Authority.

"**Revolving Facilities**" means, collectively, the Syndicated Facility and the Working Capital Facility and "**Revolving Facility**" means either one of them as the context may require.

"**Revolving Lenders**" means, collectively, the Syndicated Facility Lenders and the Working Capital Facility Lender.

"**ROGCI**" means Repsol Oil & Gas Canada Inc.

"**Rollover**" means a rollover of a BA Advance and the corresponding BA Equivalent Advance into another BA Advance and another corresponding BA Equivalent Advance, respectively, or a rollover of a SOFR Advance into another SOFR Advance, as permitted hereby and "**Rolled Over**" has a corresponding meaning.

"**Rollover Date**" means the date of commencement of a new BA Interest Period applicable to a BA Advance and the corresponding BA Equivalent Advance or the date of commencement of a new SOFR Period applicable to a SOFR Advance, in each case being Rolled Over.

"**Rollover Notice**" means a notice requesting a Rollover hereunder substantially in the form annexed hereto as Schedule H.

"**Schedule I BA Reference Lenders**" means such Lender or Lenders that are banks referred in Schedule I of the *Bank Act* (Canada), as may from time to time be designated by the Agent, in consultation with the Borrower, for such purpose.

"**Section**" means the designated section of this Agreement.

"**Secured Obligations**" has the meaning ascribed thereto under the Intercreditor Agreement.

"**Secured Parties**" has the meaning ascribed thereto in the Intercreditor Agreement and "**Secured Party**" means any one of them.

"**Security**" means the following documents, which shall secure all of the Obligations of the Borrower and the Material Subsidiaries from time to time owing to the Agent, the Lenders, the Lender Hedge Providers (and to each of them) and all of the other Secured Obligations owing to the other Secured Parties on a *pari passu* and pro rata basis (on and subject to the provisions of the Intercreditor Agreement), in form and substance satisfactory to each Lender, and if applicable, the Collateral Agent:

(a) a floating charge debenture in the principal amount of $2,000,000,000 issued by the Borrower mortgaging and charging to and in favour of the Collateral Agent all of the present and after acquired real and personal property of the Borrower (the "**Existing Debenture**");

(b) a debenture pledge agreement made by the Borrower pursuant to which the Borrower pledges its Existing Debenture to the Collateral Agent;

(c) a floating charge debenture in the principal amount of $2,500,000,000 issued by the Borrower mortgaging and charging to and in favour of the Collateral Agent all of the present and after acquired real and personal property of the Borrower (the "**New Debenture**");

(d) a debenture pledge agreement made by the Borrower pursuant to which the Borrower pledges its New Debenture to the Collateral Agent;

(e) securities pledge agreement granted by the Borrower in favour of the Collateral Agent, pursuant to which all of the Shares in the capital of each Material Subsidiary held by the Borrower are pledged to the Collateral Agent; and

(f) the Material Subsidiary Security.

"**Security Interest**" means a mortgage, debenture, pledge, deposit by way of security, charge, encumbrance, hypothec, assignment by way of security, security interest, lien (whether statutory, equitable or at common law), conditional sale or title retention agreement, right of set-off (if created for the purpose of directly or indirectly securing the repayment of money owed), and any other interest in Property or assets, howsoever created or arising, that secures payment or performance of an obligation.

"**Senior Debt**" means the aggregate of: (i) the Outstandings, (ii) the principal amount of any other Debt of the Borrower (which for greater certainty includes the Debt owing by the Borrower to the Noteholders under the Note Documents), determined on a consolidated basis and that is not subordinated and postponed to the Obligations pursuant to a subordination and postponement agreement acceptable to the Agent, and (iii) if the LMR of the Borrower in any Material Jurisdiction is less than 2.00:1.00 at the end of any Fiscal Quarter (as set out in the most recent ARO Summary provided by the Borrower to the Agent) in any Material Jurisdiction, an amount equal to all Non-Producing ARO of the Borrower and its Material Subsidiaries in such Material Jurisdiction.

"**Senior Debt to EBITDA Ratio**" means, as at a certain date, the ratio of the Senior Debt of the Borrower on the last day of the most recently completed Fiscal Quarter to the EBITDA of the Borrower for the most recently completed four Fiscal Quarters; provided however, if prior to the end of any Relevant Fiscal Quarter or prior to the date on which a Compliance Certificate is due relating to the period ending at the end of such Relevant Fiscal Quarter, the Borrower or a Material Subsidiary has consummated a Material Transaction, the Borrower may or the Agent may request that the Borrower submit to the Agent a *pro forma* Compliance Certificate, together with a management analysis (including supporting financial statements) respecting the *pro forma* Compliance Certificate, setting forth what would have been the Senior Debt to EBITDA Ratio (determined in the manner described above) at the end of such Relevant Fiscal Quarter, had the Material Transaction closed at the beginning of the Fiscal Quarter immediately preceding the Relevant Fiscal Quarter and if, in the opinion of the Agent, acting reasonably, the *pro forma* Compliance Certificate accurately represents what would have been the Senior Debt to EBITDA Ratio at the end of the Relevant Fiscal Quarter had the Material Transaction closed at the beginning of the Fiscal Quarter immediately preceding the Relevant Fiscal Quarter, the Senior Debt to EBITDA Ratio shall be the ratio as disclosed in such *pro forma* Compliance Certificate.

"**September 2023 Offering**" means the subscription receipt offering dated September 6, 2023, on a bought deal basis, made by the Borrower to certain equity underwriters led by BMO Capital Markets.

"**September 2023 Excess Proceeds**" means any equity proceeds in excess of $175,000,000 received by the Borrower pursuant to the September 2023 Offering that result directly from the equity underwriters electing to exercise their option to purchase up to an additional 15% of the number of the subscription receipts to cover over-allotments, if any, with respect to the September 2023 Offering and for market stabilization purposes.

"**Service Agreements**" means all agreements from time to time made between the Borrower and either a Lender or any Affiliate of a Lender in respect of cash management, payroll, settlement, credit card or other banking services.

"**Shareholders**" means the holders from time to time of one or more Shares issued by the Borrower.

"**Shares**" means any interest in any partnership, trust or joint venture or any common shares or preferred shares in the capital stock of any corporation or limited or unlimited liability company, in each case which carry a residual right to participate in the earnings of such partnership, trust, joint venture, corporation or limited or unlimited liability company or, upon the liquidation or winding up of such partnership, trust, joint venture, corporation or limited or unlimited liability company, to share in its assets.

"**Shelf Agreement**" means the Amended and Restated Note Purchase and Private Shelf Agreement dated November 5, 2021, between the Borrower and the Shelf Noteholders (as the same may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which the Shelf Noteholders purchased the Shelf Notes.

"**Shelf Note Documents**" means the Note Documents under and as defined in the Shelf Agreement.

"**Shelf Noteholders**" means the holders of the Shelf Notes from time to time.

"**Shelf Notes**" means the Borrower's (i) 3.98% senior secured notes due October 29, 2028 in the aggregate principal amount of US $40,000,000, (ii) 3.70% Notes, and (iii) 3.95% senior secured notes due January 2, 2028 in the aggregate principal amount of Cdn. $30,000,000, including notes issued in substitution or exchange therefor.

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

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

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"**SOFR Advance**" means a drawdown in or Conversion into US Dollars made by the Lenders to the Borrower with respect to which the Borrower has specified that interest is to be calculated by reference to the Adjusted Term SOFR, and each Rollover in respect thereof.

"**SOFR Interest Date**" means the date falling on the last day of each SOFR Period; provided that if the Borrower selects a SOFR Period for a period longer than three (3) months, the SOFR Interest Date shall be each date falling every three (3) months after the beginning of such SOFR Period and the date falling on the last day of such SOFR Period.

“**SOFR Period**” means with respect to each SOFR Advance, a period of 1, 3 or 6 months, or such shorter period as may be agreed to by all of the Lenders (in each case, subject to the market availability thereof), with respect to such SOFR Advance; provided that, no tenor that has been removed pursuant to Section 13.32(d) shall be available for specification in such Drawdown or interest election, and provided further that:

(a) in the case of a Rollover, the last day of each SOFR Period shall also be the first day of the next SOFR Period;

(b) the last day of each SOFR Period shall be a Business Day and, if not, the applicable Borrower shall be deemed to have selected a SOFR Period the last day of which is the first Business Day following the last day of which is the first Business Day following the last day of the SOFR Period selected by the Borrower; and

(c) the last day of each SOFR Period for each SOFR Advance shall be on or before the applicable Maturity Date for the applicable Facility.

“**SOFR Rate**” means, for any SOFR Advance and SOFR Period, the applicable Adjusted Term SOFR.

“**Subsidiary**” means, as to any Person, another Person in which such Person and/or one or more of its Subsidiaries owns, directly or indirectly, sufficient voting Shares to enable it or them (as a group) to ordinarily elect a majority of the directors (or persons performing similar functions) of such entity, and any partnership or trust, if more than a 50% interest in the profits or capital thereof is owned by such Person and/or one or more of its Subsidiaries. Unless the context otherwise clearly requires, any reference herein to a “Subsidiary” or “Subsidiaries” is a reference to a Subsidiary or Subsidiaries of the Borrower.

“**Syndicated Facility**” means the extendible, revolving, term loan facility more particularly described in Section 2.1.

“**Syndicated Facility Commitment Fees**” has the meaning ascribed thereto in Section 4.2.

“**Syndicated Facility Commitments**” means the aggregate Commitment of all of the Syndicated Facility Lenders in respect of the Syndicated Facility as set out on Schedule C to this Agreement (which shall be amended and distributed to all Parties by the Agent from time to time as other Persons become Lenders under the Syndicated Facility or the Commitments of current or future Lenders under the Syndicated Facility are hereafter assigned, modified, cancelled, reduced, increased or otherwise changed pursuant to the provisions of this Agreement).

“**Syndicated Facility Lenders**” means those Lenders that have provided Syndicated Facility Commitments.

“**Syndicated Facility Limit**” means the aggregate amount of Cdn. $1,000,000,000 or the U.S. Dollar Equivalent thereof, as such amount may be reduced and/or amended in accordance with the provisions of this Agreement, less the Working Capital Facility Limit.

“**Syndicated Facility Maturity Date**” means, with respect to each Syndicated Facility Lender, the earlier to occur of: (i) October 13, 2025, or if such Syndicated Facility Lender has from time to time extended its Syndicated Facility Maturity Date pursuant to an accepted Offer of

Extension, the date to which it has been extended and (ii) the due date of all outstanding Obligations resulting from the giving of an Acceleration Notice or the other acceleration of all outstanding Obligations provided in Section 10.2.

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

(a) systems, plants and facilities used or useful in producing, gathering, compressing, processing, treating, refining, storing, transporting or shipping Petroleum Substances;

(b) tangible property and assets used or intended for use in exploration, producing, storing, injecting or removing Petroleum Substances; and

(c) all extensions, additions and accretions to any item described in items (a) or (b) above.

"**Target**" has the meaning ascribed thereto in Section 2.7.

"**Taxes**" means all taxes, levies, imposts, value added taxes, goods and services taxes, stamp taxes, duties, deductions, withholdings and similar impositions payable, levied, collected, withheld or assessed as of the date of this Agreement or at any time in the future under Applicable Laws and all interest and penalties thereon, save and except for taxes on the overall income or overall capital of a Lender, and "**Tax**" shall have a corresponding meaning.

"**Term**" means the period commencing on the date of this Agreement and ending on the then current Maturity Date which is the last to occur under this Agreement.

"**Term Facility**" has the meaning ascribed thereto in Section 2.3.

"**Term Facility Commitment**" means the aggregate Commitment of all of the Term Facility Lenders in respect of the Term Facility set out in Schedule C attached hereto (which shall be amended and distributed to all Parties by the Agent from time to time as other Persons become Lenders under the Term Facility or the Commitments of current or future Lenders under the Term Facility are hereafter assigned, modified, cancelled, reduced, increased or otherwise changed pursuant to the provisions of this Agreement).

"**Term Facility Final Maturity Date**" means the earlier of: (i) October 13, 2025, and (ii) the due date of all outstanding Obligations resulting from the giving of an Acceleration Notice or the other acceleration of all outstanding Obligations provided in Section 10.2.

"**Term Facility Lenders**" means those Lenders that have provided Term Facility Commitments.

"**Term Facility Limit**" means the aggregate amount of Cdn. $174,000,000, as such amount may be reduced and/or amended in accordance with the provisions of this Agreement.

"**Term Facility Preliminary Maturity Date**" means the Business Day following the receipt by the Borrower or any Subsidiary of any Term Facility Preliminary Maturity Date Amount, on which date an amount equal to such Term Facility Preliminary Maturity Date Amount shall mature and be due and payable under the Term Facility.

"**Term Facility Preliminary Maturity Date Amount**" means an amount which is equal to the Net Proceeds from a Equity or Debt Issuance.

"**Term Facility Quarterly Reduction Date**" means the last Business Day of the first Fiscal Quarter following the Closing Date and the last Business Day of each subsequent Fiscal Quarter thereafter until the Term Facility Final Maturity Date.

"**Term Facility Quarterly Scheduled Reduction**" means the repayment amount on each Term Facility Quarterly Reduction Date on the basis of the amortization schedule attached hereto as Schedule "O".

"**Term SOFR**" means for any calculation with respect to a SOFR Advance, the Term SOFR Reference Rate for a tenor comparable to the applicable SOFR Period on the day (such day, the "Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first (1st) day of such SOFR Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first (1st) preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first (1st) preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day, provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"**Term SOFR Adjustment**" means, with respect to Term SOFR, 0.10% (10 basis points) per annum for a SOFR Period of one-month's duration, 0.15% (15 basis points) per annum for a SOFR Period of three-months' duration and 0.25% (25 basis points) per annum for a SOFR Period of six-months' duration.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Agent in its reasonable discretion).

"**Term SOFR Determination Day**" has the meaning set out in the definition of Term SOFR.

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

"**Total Commitment**" means the aggregate of the Commitments of all the Lenders under all of the Facilities.

"**Total Debt**" means the aggregate of all Senior Debt and the principal amount of any other Debt of the Borrower, determined on a consolidated basis.

"**Total Debt to EBITDA Ratio**" means, as at a certain date, the ratio of the Total Debt of the Borrower on the last day of the most recently completed Fiscal Quarter to the EBITDA of the Borrower for the most recently completed four Fiscal Quarters; provided however, if prior to the end of any Relevant Fiscal Quarter or prior to the date on which a Compliance Certificate is due relating to the period ending at the end of such Relevant Fiscal Quarter, the Borrower or a Material Subsidiary has consummated a Material Transaction, the Borrower may or the Agent may request that the Borrower submit to the Agent a *pro forma* Compliance Certificate, together with a management analysis (including supporting financial statements) respecting the *pro forma* Compliance Certificate, setting forth what would have been the Total Debt to EBITDA Ratio (determined in the manner described above) at the end of such Relevant Fiscal Quarter, had the Material Transaction closed at the beginning of the Fiscal Quarter immediately preceding the Relevant Fiscal Quarter and if, in the opinion of the Agent, acting reasonably, the *pro forma* Compliance Certificate accurately represents what would have been the Total Debt to EBITDA Ratio at the end of the Relevant Fiscal Quarter had the Material Transaction closed at the beginning of the Fiscal Quarter immediately preceding the Relevant Fiscal Quarter, the Total Debt to EBITDA Ratio shall be the ratio as disclosed in such *pro forma* Compliance Certificate.

"**Total Equity**" means in respect of the Borrower, on a consolidated basis, Shareholders' equity as shown on the Borrower's most recent balance sheet (or equivalent thereto under GAAP).

"**Total Revolving Commitment**" means the aggregate of the Syndicated Facility Commitments and the Working Capital Facility Commitments of all the Revolving Lenders under the Revolving Facilities.

"**U.S. Base Rate**" means, on any day, the floating annual rate of interest equal to the greater of:

(a) the Agent U.S. Base Rate plus the Applicable Margin for a U.S. Base Rate Advance; and

(b) the Federal Funds Rate plus the Applicable Margin for a U.S. Base Rate Advance and 1.00%.

"**U.S. Base Rate Advance**" means an Advance in U.S. Dollars bearing interest based on the U.S. Base Rate and includes deemed U.S. Base Rate Advances provided for in Section 7.17.

"**U.S. Dollar Equivalent**" means the amount of U.S. Dollars which would be required to purchase the relevant stated amount of Canadian Dollars based on the Exchange Rate at the effective date of the calculation.

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

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

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

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

"**Vendors**" means, collectively, ROGCI and 730.

"**Working Capital Lender**" means BMO in respect of Advances under the Working Capital Facility.

"**Working Capital Facility**" has the meaning ascribed thereto in Section 2.2.

"**Working Capital Facility Commitment**" means the Commitment of the Working Capital Facility Lender under the Working Capital Facility, which is equal to the Working Capital Facility Limit.

"**Working Capital Facility Commitment Fees**" has the meaning ascribed thereto in Section 4.2.

"**Working Capital Facility Limit**" means the aggregate amount of Cdn. $40,000,000 or the U.S. Dollar Equivalent thereof, as such amount may be amended in accordance with the provisions of this Agreement.

"**Working Capital Facility Maturity Date**" means the earlier to occur of: (i) October 13, 2025, or if such Lender has from time to time extended its Working Capital Facility Maturity Date pursuant to an accepted Offer of Extension, the date to which it has been extended and (ii) the due date of all outstanding Obligations resulting from the giving of an Acceleration Notice or the other acceleration of all outstanding Obligations provided in Section 10.2.

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

1.2 Schedules

Schedule A	-	CBA Model Provisions
Schedule B		Assignment and Assumption Agreement
Schedule C	-	Commitments of Lenders
Schedule D	-	Compliance Certificate
Schedule E	-	Conversion Notice
Schedule F	-	Drawdown Notice

ARTICLE 2
THE FACILITIES

2.1 Syndicated Facility - Amount and Availment Options

Upon and subject to the terms and conditions of this Agreement, the Syndicated Facility Lenders agree to make the Syndicated Facility available to the Borrower to obtain Advances, on a revolving basis, from the Syndicated Facility Lenders in an aggregate principal amount up to the Syndicated Facility Limit; provided that the obligation of each Syndicated Facility Lender to make Advances under the Syndicated Facility shall be several and shall not exceed its Proportionate Share of the Syndicated Facility made available by the Syndicated Facility Lenders (the "**Syndicated Facility**"). At the option of the Borrower, the Syndicated Facility may be used by the Borrower requesting Advances of Available Credits, except for Letter of Credit Advances.

2.2 Working Capital Facility - Amount and Availment Options

An amount of the Working Capital Facility not exceeding the Working Capital Facility Limit (the "**Working Capital Facility**") shall be solely the Commitment of and allocated to the Working Capital Lender. At the option of the Borrower, the Working Capital Facility may be used by requesting Advances of Available Credits, including Letter of Credit Advances, from the Working Capital Lender. Prime Rate Advances and U.S. Base Rate Advances under the Working Capital Facility may be obtained by way of overdraft balances in the Designated Account of the Borrower.

2.3 Term Facility - Amount and Availment Options

Upon and subject to the terms and conditions of this Agreement, the Term Facility Lenders agree to make the Term Facility available to the Borrower on a non-revolving, reducing basis, in an aggregate principal amount up to the Term Facility Limit (the "**Term Facility**"); provided that the obligation of each Term Facility Lender to make Advances under the Term Facility shall be several and shall not exceed its Proportionate Share of the Term Facility. At the option of the Borrower, the Term Facility may be used by the Borrower requesting Prime Rate Advances, BA Advances and BA Equivalent Advances. The Term Facility shall be available by way of a single Advance on the Closing Date and amounts repaid or prepaid under the Term Facility may not be the subject of any further Advance under the Term Facility (other than by way of Conversions or Rollovers). Any amount of the Term Facility that is not borrowed by the Borrower on the Closing Date shall be permanently cancelled and may not thereafter be borrowed by the Borrower.

2.4 Limit of Facilities

At no time shall the aggregate of all outstanding: (a) Advances under the Working Capital Facility exceed the Working Capital Facility Limit; (b) Advances under the Syndicated Facility exceed the Syndicated Facility Limit or (c) Advances under the Term Facility exceed the Term Facility Limit.

2.5 Previous Advances and Obligations Under the Prior Credit Agreement

(a) Existing BAs: Concurrently with this Agreement becoming effective, each Existing BA which has not matured and remains outstanding and was accepted by a Lender at the request of and for the account of the Borrower shall be deemed to be outstanding as a BA Advance or BA Equivalent Advance, as the case may be, accepted by such Lender at the request of and for the account of the Borrower hereunder. Notwithstanding the changes to the Commitments of the Lenders under the Syndicated Facility, no adjustments or indemnities will be made or given on the Closing Date in respect of the Existing BAs, to provide that the amount of the Existing BAs owing to each Lender under the Syndicated Facility will be in the same proportion as the amended Proportionate Share of its respective revised Commitment under the Syndicated Facility. Any such adjustment will occur at the time of the maturity of the Existing BAs.

(b) Existing Lender Hedge Agreements: Concurrently with this Agreement becoming effective, each Existing Lender Hedge Agreement which was previously entered into by a “Lender Hedge Provider” (as such term is defined in the Prior Credit Agreement) and the Borrower, shall be deemed to be continuing hereunder as an outstanding Hedge Agreement between the Borrower and such Lender Hedge Provider. The Borrower agrees that: (i) all indebtedness, liabilities and obligations under the Existing Lender Hedge Agreements are Obligations of the Borrower and are secured by the Security granted to the Collateral Agent; and (ii) all present and future Hedge Agreements entered into by the Borrower or a Material Subsidiary and a Lender Hedge Provider will be Obligations of the Borrower or such Material Subsidiary (as applicable) and will be secured by the Security granted to the Collateral Agent.

(c) Other Existing Advances: Concurrently with this Agreement becoming effective, each outstanding “Advance” under the “Syndicated Facility” or the “Working Capital Facility”, as the case may be, under and as defined in the Prior Credit Agreement, shall be deemed to be outstanding as an Advance under the Syndicated Facility or the Working Capital Facility, as the case may be, under this Agreement.

2.6 Revolving Facilities - Credit Revolvement

Subject to Section 2.4 the principal amount of any Advance by a Lender under each Revolving Facility that is repaid may be reborrowed from time to time until the earlier of:

(a) the giving of an Acceleration Notice or the other acceleration of the outstanding Obligations pursuant to Section 10.2; or

(b) its Syndicated Maturity Date or the Working Capital Maturity Date, as applicable.

2.7 Use of the Facilities

The Credit under the Revolving Facilities shall only be used for (i) the Repsol Acquisition and to pay the fees, costs and expenses relating to the Repsol Acquisition and (ii) general corporate purposes of the Borrower, including without limitation: (A) to pay the fees, costs and expenses relating to the Facilities and the preparation, negotiation and settlement of this Agreement, the Security and the other Credit Documents, (B) for ongoing working capital requirements, and (C) for purposes related to the exploration, development, production and acquisition of oil and gas properties and leases; provided, however, if the Borrower wishes to utilize Advances to offer to, or to provide funds to any Material Subsidiary of the Borrower to, acquire or offer to acquire directly or indirectly (which shall include an offer to purchase Shares, solicitation of an offer to sell Shares, or an acceptance of an offer to sell Shares, whether or not the offer to sell was solicited, or any combination of the foregoing) outstanding Shares of any Person (other than (A) a private company as defined in the *Securities Act* (Alberta), or (B) a Person whose Shares are directly or indirectly held by one Person) (for the purposes of this Section 2.7, the "**Target**"), where, as of the date of the offer to acquire, the Shares that are subject to the offer to acquire, together with the Shares of the Target that are beneficially owned, or over which control or direction is exercised, by the Borrower or any Material Subsidiary and any Person acting jointly or in concert with any thereof on the date that the offer to acquire is made, constitute in the aggregate 10% or more of all of the outstanding Shares of the Target (a "**Takeover**"), then either:

(a) prior to or concurrently with delivery to the Agent of any Drawdown Notice pursuant to Section 7.4 requesting any Advances, the proceeds of which are to be used, either directly or indirectly, to finance such Takeover, the Borrower shall provide the Agent evidence satisfactory to the Agent that the board of directors or like body of the Target, or the holders of greater than 90% of the Shares of the Target, has or have approved, accepted or recommended to security holders acceptance of the Takeover; or

(b) the following steps shall be followed:

(i) at least seven (7) Business Days prior to the delivery of any Drawdown Notice to the Agent requesting one or more Advances intended to be utilized for such Takeover, the Borrower shall advise the Agent (who shall promptly inform a Vice President of each Lender or such other senior officer of such Lender as may be designated by such Lender from time to time) of the particulars of such Takeover in sufficient detail to enable such Lender to determine whether it has a conflict of interest if Advances from such Lender are used by the Borrower for such Takeover;

(ii) within five (5) Business Days of being so advised, each Lender shall notify the Agent of such Lender's determination as to whether such a conflict of interest exists (such determination to be made by such Lender in the exercise of its sole discretion, having regard to such considerations as it deems appropriate), provided that in the event such Lender does not so notify the Agent within such five (5) Business Day period, such Lender shall be deemed to have notified the Agent that it has a conflict of interest; and

(iii) the Agent shall promptly notify the Borrower of all the Lenders' determinations,

and in the event that any Lender has or is deemed to have such a conflict of interest (each, a "**Conflicted Lender**"), the Conflicted Lender shall have no obligation to provide Advances to finance such Takeover, notwithstanding any other provision of this Agreement; provided, however, that each other Lender that is not a Conflicted Lender (each, a "**Non-Conflicted Lender**") shall have an obligation, up to the amount of its Commitment and subject to the terms, conditions and limitations of this Agreement, to provide Advances to finance such Takeover in accordance with the ratio that its Proportionate Share of the Credit bears to the aggregate of the Proportionate Shares of the Credit of all of the Non-Conflicted Lenders.

If Advances of Lenders under the Syndicated Facility are used to finance a Takeover (a "**Takeover Loan**") and there are Conflicted Lenders, Advances made subsequent to those Advances used to finance the Takeover shall be funded firstly by Conflicted Lenders, and subsequent repayments shall be applied firstly to Non-Conflicted Lenders, in each case, until such time as each Lender is owed its Proportionate Share of the outstanding Obligations under the Syndicated Facility as in effect immediately prior to any Advance being made in respect of the Takeover Loan.

The Term Facility shall only be used for the purposes of paying the purchase price pursuant to the Repsol Purchase Agreement to complete the Repsol Acquisition and to pay the fees, costs and expenses relating to the Repsol Acquisition.

2.8 Post Acceleration Commitment True-up

After the Agent delivers an Acceleration Notice to the Borrower declaring all Obligations to be due and payable or the other acceleration of the outstanding Obligations pursuant to Section 10.2: (i) each Lender agrees that it will at any time or from time to time thereafter at the request of the Agent as required by any Lender, purchase at par on a non-recourse basis a participation in the Outstanding Principal owing to each of the other Lenders under each Facility and make any other adjustments as are necessary or appropriate in order that the aggregate Outstanding Principal owing to each Lender under each Facility, as adjusted pursuant to this Section 2.8, will be in the same proportion of such Lender's Commitment under such Facility is to all of the Commitments of all of the Lenders under such Facility immediately prior to the occurrence of the Event of Default that gave rise to such Acceleration Notice or such other acceleration, and (ii) the amount of any repayment made by or on behalf of the Borrower under the Credit Documents or any proceeds received by the Agent or the Lenders will be applied by the Agent in a manner such that to the extent possible the amount of the Outstanding Principal owing to each Lender under each Facility after giving effect to such application will be in the same proportion as such Lender's Commitment is to all of the Commitments of all of the Lenders under such Facility immediately prior to the Event of Default that gave rise to the Acceleration Notice or such other acceleration.

ARTICLE 3
EXTENSION OF THE REVOLVING FACILITIES AND REPAYMENT OF THE FACILITIES

3.1 Repayment of Borrowings on the Syndicated Facility Maturity Date and the Working Capital Facility Maturity Date

On the Working Capital Facility Maturity Date of the Working Capital Lender, if the Borrower has not previously caused a transfer of the Working Capital Facility Commitment of the Working Capital Lender in respect of the Working Capital Facility to another Syndicated Facility Lender, all Obligations to the Working Capital Lender under the Revolving Facilities shall be due and payable and repaid in full. On the Syndicated Facility Maturity Date of each other Syndicated Facility Lender, all outstanding Obligations to such other Syndicated Facility Lender under the Syndicated Facility shall be due and payable and repaid in full. The Borrower shall ensure that SOFR Advances, BA Advances, BA Equivalent Advances and Letters of Credit made or accepted by such Working Capital Facility Lender or Syndicated Facility Lender, as the case may be, mature or expire, as the case may be, on or prior to its Working Capital Facility Maturity Date or Syndicated Facility Maturity Date, as applicable, and shall ensure that the maturities of all BA Advances, BA Equivalent Advances and SOFR Advances and expiry dates of all Letters of Credit are such that any repayments required pursuant to this Section 3.1 can be so effected.

3.2 Extension of the Term

(a) Once each Fiscal Year, the Borrower may request an Offer of Extension from the Revolving Lenders in respect of each of the Revolving Facilities to extend the Syndicated Facility Maturity Date and the Working Capital Facility Maturity Date to a date not later than four (4) years after the effectiveness of such extension. Such request shall be made by the Borrower delivering to the Revolving Lenders and to the Agent an executed Request for Offer of Extension. The Agent shall forthwith notify the Revolving Lenders of such request by the Borrower, and each Revolving Lender shall advise the Agent and the Borrower as to whether or not it agrees to such request no later than 30 days after the receipt of such request (the "**Notification Date**"). If a Revolving Lender does not so advise the Agent and the Borrower on or prior to the Notification Date, such Revolving Lender shall be deemed to have elected not to agree to such request. Any such Revolving Lender that does not, or is deemed not to, agree to such request shall become a "**Non-Agreeing Lender**" and unless its Commitment is purchased pursuant to Section 3.2(c) or repaid pursuant to Section 3.2(d), the applicable Working Capital Facility Maturity Date or Syndicated Facility Maturity Date, as applicable, of such Non-Agreeing Lender shall not be extended and the provisions of Section 3.1 shall become applicable to such Non-Agreeing Lender on its applicable Working Capital Facility Maturity Date or Syndicated Facility Maturity Date.

(b) If the Majority Revolving Lenders agree to such request, the Agent shall within two (2) Business Days deliver to the Borrower an Offer of Extension. Any such Offer of Extension shall be open for acceptance by the Borrower until the Business Day which is five (5) Business Days after such Offer of Extension is provided to the Borrower. Upon written notice by the Borrower to the Agent accepting an Offer of Extension and agreeing to the terms and conditions specified therein, if any, the applicable Syndicated Facility Maturity Date and, if applicable, Working Capital Facility Maturity Date, in respect of those Revolving Lenders agreeing to such extension (the "**Agreeing Lenders**"), shall be extended to the date specified in the Offer of Extension and the terms and conditions, if any, specified thereunder, shall become effective on the first day following the date such extension becomes effective.

(c) Each of the Agreeing Lenders shall have the right (but not the obligation) to purchase the Syndicated Facility Commitment (and the Working Capital Facility Commitment, if applicable) of any Non-Agreeing Lender for a purchase price in an amount equal to the aggregate Outstanding Principal owing to such Non-Agreeing Lender under the Revolving Facilities, together with accrued interest thereon to the date of payment of such principal amount and all other amounts payable to such Non-Agreeing Lender under this Agreement in connection therewith. Each of the Agreeing Lenders (each, a "**Purchasing Lender**") wishing to exercise its rights to purchase the Syndicated Facility Commitment (and, if applicable, the Working Capital Facility Commitment) of a Non-Agreeing Lender shall forthwith so notify the Borrower, the Agent and each of the other Revolving Lenders, if any, and such Purchasing Lender shall thereupon be obligated to purchase not less than fifteen (15) days prior to the then current applicable Maturity Date an undivided share of the Syndicated Facility Commitment of each Non-Agreeing Lender equal to the ratio that such Purchasing Lender's Syndicated Facility Commitment is of the aggregate of all Purchasing Lenders' Revolving Facility Commitments or as otherwise agreed to by the Borrower and all Purchasing Lenders. If the Working Capital Lender is a Non-Agreeing Lender and there is more than one Purchasing Lender, the Borrower shall choose which Purchasing Lender shall acquire the Syndicated Facility Commitment of the Working Capital Lender including its Working Capital Facility Commitment. The Non-Agreeing Lender, the Purchasing Lenders, the Agent, the Borrower and each of the other Revolving Lenders, if any, shall forthwith duly execute and deliver any necessary documentation to give effect to such purchase, whereupon each Non-Agreeing Lender shall, as of the effective date thereof, be released from its obligations to the Borrower hereunder and under the other Credit Documents arising subsequent to such date, provided that such Non-Agreeing Lender is not a Lender under another Facility that, at such time, remains outstanding under this Agreement.

(d) If a Non-Agreeing Lender's Commitments under the applicable Revolving Facilities is not purchased pursuant to Section 3.2(c), at the option of the Borrower:

(i) so long as there exists no Default or Event of Default, the Borrower shall repay all Advances (which shall include, for greater certainty, the Face Amount of all Banker's Acceptances and Notional Banker's Acceptances accepted by such Non-Agreeing Lender, and the face amount of all Letters of Credit issued by such Non-Agreeing Lender) and other amounts owing under the Revolving Facilities to such Non-Agreeing Lender on its then current applicable Syndicated Facility Maturity Date (and, if such Non-Agreeing Lender is the Working Capital Lender, its then current applicable Working Capital Facility Maturity Date) and, upon such repayment, (A) such Non-Agreeing Lender shall cease to be a Syndicated Facility Lender (and, if applicable, a Working Capital Lender) hereunder and such Non-Agreeing Lender's Syndicated Facility Commitment (and, if applicable, its Working Capital Facility Commitment) shall be terminated, (B) the Total Revolving Commitment in respect of the Revolving Facilities shall be reduced by the amount of the Non-Agreeing Lender's terminated Commitments under the Revolving Facilities, and (C) the Proportionate Share of each remaining Lender shall be adjusted accordingly; or

(ii) the Borrower may have such Non-Agreeing Lender's outstanding Commitments under the Revolving Facilities sold, assigned and transferred to a replacement Lender pursuant to Section 10(b) of the CBA Model Provisions.

(e) If an Offer of Extension has been provided to the Borrower which it has accepted as required thereby, the Syndicated Facility Maturity Date and, if applicable, the Working Capital Facility Maturity Date for each Revolving Lender that has approved the Request for Offer of Extension shall be extended to the date which is set out therein, and the terms and conditions specified in such Offer of Extension shall be immediately effective. If an Offer of Extension is not provided to the Borrower, the provisions of Section 3.2(c) and (d) shall not be applicable, and the Borrower shall repay all Obligations outstanding under the Revolving Facilities in accordance with Section 3.1 on the applicable Syndicated Facility Maturity Date and Working Capital Facility Maturity Date, respectively.

(f) This Section 3.2 shall apply from time to time to permit successive extensions of the Syndicated Facility Maturity Date and the Working Capital Facility Maturity Date for the Revolving Lenders if and for so long as the Majority Revolving Lenders have agreed to all prior extensions in accordance with Section 3.2(b).

3.3 Repayment of Advances

Prior to the occurrence and continuance of an Event of Default, the amount of a repayment under (i) the Syndicated Facility shall be applied thereto and the amount of such repayment shall be distributed to the Syndicated Facility Lenders under the Syndicated Facility in accordance with each Syndicated Facility Lender's Proportionate Share of the Syndicated Facility, (ii) the Working Capital Facility shall be applied thereto and the amount of such repayment shall be distributed to the Working Capital Lender in accordance with its Proportionate Share of the Working Capital Facility and (iii) the Term Facility shall be applied thereto and the amount of such repayment shall be distributed to the Term Facility Lenders in accordance with their Proportionate Share of the

Term Facility. After the Agent delivers an Acceleration Notice or any other acceleration of the outstanding Obligations, the amount of a repayment under this Agreement shall be distributed to the Lenders and the Lender Hedge Providers in accordance with the Proportionate Share of each Lender (and any Affiliate Lender Hedge Provider) of the then outstanding Obligations owing to all of the Lenders and Lender Hedge Providers.

Without limiting the Lenders' right to cause the Agent to demand repayment pursuant to Article 10, on the applicable Maturity Date of each Lender, the Borrower shall:

(a) repay all Advances which are then outstanding to such Lender under the applicable Facility; and

(b) if at such time such Lender is not a Lender under any other Facility, repay all other obligations which are then outstanding to such Lender pursuant to the Credit Documents.

3.4 Repayment of Principal Advances Under the Term Facility

Outstanding principal under the Term Facility shall be payable by the Borrower to the Term Facility Lenders on each Term Facility Quarterly Reduction Date in an amount equal to the Term Facility Quarterly Scheduled Reduction. The amount of the Term Facility Quarterly Scheduled Reduction shall be applied to the Term Facility and the amount of such repayment shall be distributed to the Term Facility Lenders under the Term Facility in accordance with each Term Facility Lender's Proportionate Share of the Term Facility. On each Term Facility Quarterly Reduction Date, the amount of the Term Facility Commitment referred to in Schedule C shall be deemed to be reduced by the amount of the Term Facility Quarterly Scheduled Reduction. All outstanding Obligations under the Term Facility shall be due and payable in full on the Term Facility Final Maturity Date.

Notwithstanding the foregoing and in addition to the Borrower's payment of each Term Facility Quarterly Scheduled Reduction, the Borrower shall pay the Term Facility Preliminary Maturity Date Amount on the Term Facility Preliminary Maturity Date and such repayment shall be applied to reduce all remaining principal payments in the inverse order of maturity. On each Term Facility Preliminary Maturity Date, the amount of the Term Facility Commitment referred to in Schedule C shall be deemed to be reduced by the amount of the Term Facility Preliminary Maturity Date Amount.

3.5 Cancellation of Commitment and Prepayment

The Borrower may, without penalty or premium, at any time upon at least three (3) Business Days prior written notice to the Agent, cancel any of the Facilities or any portion thereof in minimum amounts of Cdn.$10,000,000 and in Cdn.$1,000,000 multiples thereof by cancelling the Commitment of each Lender in an amount equal to such Lender's Proportionate Share of the applicable Facility; provided that on or prior to the last day of such notice period the Borrower has:

(a) prepaid or otherwise reduced Advances outstanding to each such Lender under such Facility in an amount equal to the amount by which Advances outstanding to such Lender under such Facility would otherwise be in excess of its Commitment under such Facility immediately after the reduction of the Commitments provided for in such notice; and

(b) paid all accrued interest and other charges and fees in respect of the Advances being repaid or reduced as aforesaid (including without limitation, amounts payable pursuant to Section 9 of the CBA Model Provisions).

Any such notice of cancellation is irrevocable and the amount of each Lender's Commitment under the applicable Facility so cancelled and reduced may not be reinstated hereunder. For greater certainty, subject to Section 3.2(d)(i), the Borrower shall only be entitled to cancel the Commitment of any Lender under a Facility if at such time, the Borrower also cancels the Proportionate Share of the Commitments of all of the Lenders under such Facility.

Any prepayment made in respect of the Term Facility will be applied in the inverse order of maturity.

3.6 Principal Amount of Advances

The principal amount of Advances under the Credit shall be repaid immediately upon notice by the Agent to the Borrower to the extent that the aggregate Outstanding Principal under (i) the Syndicated Facility exceeds the Syndicated Facility Limit, (ii) the Working Capital Facility exceeds the Working Capital Facility Limit or (iii) the Term Facility exceeds the Term Facility Limit, whether as a result of oversight or otherwise. Notwithstanding the foregoing, if at any time solely as a result of exchange rate fluctuations, the Canadian Dollar Equivalent of the aggregate of all Outstanding Principal under:

(a) the Syndicated Facility exceeds the Syndicated Facility Limit; or

(b) the Working Capital Facility exceeds the Working Capital Facility Limit,

and the Syndicated Facility Lenders consider any such excess to be material, the Agent shall notify the Borrower of the amount (in Canadian Dollars) of such excess, the Syndicated Facility Lenders shall not be obligated to provide any further Advances to the Borrower under the Revolving Facilities, and the Borrower shall, within five (5) days of the giving of such notice relating to an exchange rate fluctuation, pay to the Agent on such date the amount (in Canadian Dollars) of such excess.

ARTICLE 4
INTEREST RATES, FEES

4.1 Interest Rates and Bankers' Acceptance and Letter of Credit Fees

(a) The Borrower shall pay: (i) interest on Prime Rate Advances at a rate per annum equal to the Prime Rate; (ii) interest on U.S. Base Rate Advances at a rate per annum equal to the U.S. Base Rate; (iii) interest on SOFR Advances at a rate per annum equal to the SOFR Rate for the applicable SOFR Period plus the Applicable Margin; (iv) the Bankers' Acceptance Fee on each Advance made by way of a Bankers' Acceptance or by way of Notional Bankers' Acceptance; (v) fees on Financial Letter of Credit Advances at a rate per annum equal to the Financial Letter of Credit Rate on the maximum amount of the applicable Lender's liability pursuant to such Financial Letter of Credit Advances; and (vi) fees on Performance Letter of Credit Advances at a rate per annum equal to the Performance Letter of Credit Rate on the maximum amount of the applicable Lender's liability pursuant to such Performance Letter of Credit Advances.

(b) The Bankers' Acceptance Fee shall be calculated at the applicable BA Rate. Such Bankers' Acceptance Fee is payable forthwith upon the acceptance of each Bankers' Acceptance issued by the Borrower calculated on the face amount of such Bankers' Acceptance and on the basis of the number of days in the term of such Bankers' Acceptance divided by 365. The annual rate of fees to which the Bankers' Acceptance Fee is equivalent is the fee so determined multiplied by the actual number days in a period equal to the calendar year commencing on the first day of the period for which such fee is payable and divided by 365.

(c) The fee payable in respect of a Letter of Credit Advance shall be payable for the period from and including the date of issuance of the Letter of Credit to and including the stated expiry date thereof, calculated by multiplying the current Face Amount of the Letter of Credit by the applicable Letter of Credit Rate and then multiplying the result by a fraction, (a) the numerator of which is the number of days to elapse from and including the date of issue to and including the last day of the current Fiscal Quarter of the Borrower and thereafter, the lesser of the number of days in the current Fiscal Quarter of the Borrower and the number of days until the expiry thereof, and (b) the denominator of which is the number of days in the calendar year in question. The fee payable in respect of a Letter of Credit Advance shall be payable in the same currency as the applicable Letter of Credit and in accordance with Section 7.21.

4.2 Commitment Fees and Duration Fees

The Borrower shall pay to the Agent for distribution to the Syndicated Facility Lenders in accordance with each Syndicated Facility Lender's Proportionate Share of the Syndicated Facility Commitments under the Syndicated Facility, a commitment fee (the "**Syndicated Facility Commitment Fee**") calculated at the rate per annum equal to the Commitment Fee Rate, from the date hereof, on the daily undrawn balance of the Syndicated Facility (such undrawn balance of the Syndicated Facility to be calculated using the then current Syndicated Facility Limit). The Borrower shall pay to the Working Capital Lender for its own account, a commitment fee (the "**Working Capital Facility Commitment Fee**") calculated at the rate per annum equal to the Commitment Fee Rate, from the date hereof, on the daily undrawn balance of the Working Capital Facility.

The Commitment Fees shall each be calculated daily and payable by the Borrower quarterly in arrears on March 31, June 30, September 30 and December 31. For the purpose of calculating the Syndicated Facility Commitment Fee payable hereunder and determining the distribution of the Syndicated Facility Commitment Fee to the Syndicated Facility Lenders, the Agent shall, on a daily basis, determine the Canadian Dollar Equivalent of all U.S. Dollar Advances outstanding under the Syndicated Facility, based on the Exchange Rate in effect on the first Business Day of the month in respect of which such determination is made. For the purpose of calculating the Working Capital Facility Commitment Fee payable hereunder, the Working Capital Lender shall, on a daily basis, determine the Canadian Dollar Equivalent of all U.S. Dollar Advances outstanding under the Working Capital Facility, based on the Exchange Rate in effect on the first Business Day of the month in respect of which such determination is made. The Commitment Fees shall be calculated on the basis of the actual number of days in the year of calculation.

4.3 Agency Fees

The Borrower shall pay to the Agent for the account of the Agent the agency fees agreed to from time to time by the Agent and the Borrower.

ARTICLE 5
GUARANTEES AND SECURITY

5.1 Parent Guarantee, Material Subsidiary Guarantees and Security

Within thirty (30) days of a Subsidiary becoming or being designated as a Material Subsidiary, the Borrower shall cause the following to be executed and delivered to the Agent and the Collateral Agent (as applicable) by such Material Subsidiary (collectively, the "**Material Subsidiary Security**"):

(a) an unlimited guarantee in favour of the Agent, pursuant to which such Material Subsidiary guarantees payment of all of the Obligations of the Borrower and the other Material Subsidiaries to the Agent, the Lenders and the Lender Hedge Providers (such Material Subsidiary guarantee is herein referred to as the "**Material Subsidiary Guarantee**");

(b) a floating charge debenture in the principal amount of $2,500,000,000 issued by each Material Subsidiary in favour of the Collateral Agent mortgaging and charging to and in favour of the Collateral Agent all of the present and after acquired real and personal property of each such Material Subsidiary;

(c) a debenture pledge agreement made by each Material Subsidiary in favour of the Collateral Agent pursuant to which each Material Subsidiary pledges its debenture to the Collateral Agent;

(d) an unlimited guarantee, pursuant to which the Borrower guarantees payment of all of the Obligations of such Material Subsidiary to the Agent, the Lenders and the Lender Hedge Providers (such Borrower guarantee is herein referred to as the "**Parent Guarantee**"); and

(e) such other documents, certificates and opinions as the Lenders may reasonably request.

5.2 Continuing Security

The Security given by the Borrower and a Material Subsidiary shall for all purposes be treated as separate and continuing guarantees and security and shall be deemed to have been given in addition to and not in place of any other guarantee or any security now held or hereafter acquired by the Collateral Agent, the Agent, or any Lender or any Lender Hedge Provider. No item or part of any Security shall be merged or be deemed to have been merged in or by any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any other Security shall be independent of and not create a merger with any other right available to the Collateral Agent, the Agent or any Lender under this Agreement, any other Security or other Credit Document held by it or them or at law or in equity.

5.3 Dealing with Security

The Agent and the Lenders may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Borrower, the Material Subsidiaries and other parties (including other guarantors) and with the Security as the Agent and the Lenders may see fit, and the Lenders may, subject to the provisions hereof, apply all moneys received from the Borrower, the Material Subsidiaries or others to such part of the Obligations as the Lenders may think best, without prejudice to or in any way limiting the liability of the Borrower or any of the Material Subsidiaries under any of the Credit Documents.

5.4 Effectiveness

The Security contemplated or required to be created hereby shall be effective upon execution and delivery thereof, and the undertakings as to the Security herein or in any document hereunder shall be continuing, whether the monies hereby or thereby secured or any part thereof shall be advanced before or after or at the same time as the creation of any such Security or before or after or upon the date of execution of any amendments to or restatements of this Agreement, and shall not be affected by any amounts of indebtedness fluctuating from time to time.

5.5 Undertaking to Grant Additional Security and Registration of Fixed Charges

If the Agent, as provided hereunder, requests, the Borrower shall forthwith grant or cause to be granted by the Material Subsidiaries of the Borrower to Collateral Agent or the Agent (as applicable), for and on behalf of the Lenders and the Lender Hedge Providers, such additional guarantees and security as may be reasonably required by the Agent to create a first fixed Security Interest (subject only to Permitted Encumbrances which under Applicable Law rank in priority thereto) in such Property of the Borrower or the Material Subsidiaries of the Borrower not previously subject to a fixed Security Interest as security for all present and future Obligations of the Borrower. The Agent shall only request such fixed charge security or direct the Collateral Agent to register the Security against title to the Oil and Gas Properties of the Borrower and the Material Subsidiaries if:

(a) a Default or an Event of Default has occurred and is continuing;

(b) the Agent has been requested by the Majority Lenders to obtain such fixed charge security or to instruct the Collateral Agent to register the Security against title to the Oil and Gas Properties of the Borrower and the Material Subsidiaries; or

(c) the Intercreditor Agreement requires such registration.

Until such time as the Agent, in accordance herewith, directs the Collateral Agent to register the Security against title to the Oil and Gas Properties of the Borrower and the Material Subsidiaries in accordance with the foregoing, registration of the Security against such titles shall not be required to be made.

5.6 Further Assurances re: Security

If requested by the Agent, the Borrower shall:

(a) provide the Agent with such information as is reasonably required by the Agent upon request of the Majority Lender to identify the Property charged or to be charged by the Security, including without limitation an up to date land schedule describing the Oil and Gas Properties of the Borrower and the Material Subsidiaries in such detail so that the Security may be registered against title to such Oil and Gas Properties;

(b) do all such things as are reasonably required by the Agent to confirm the granting to the Collateral Agent of the Security Interests (subject only to Permitted Encumbrances which under Applicable Law rank in priority thereto) contemplated therein;

(c) provide the Agent and Collateral Agent with such agreements, security notices, caveats, notices of registration and such other instruments and documents which the Agent and the Collateral Agent, each acting reasonably, deem necessary;

(d) provide the Agent and the Collateral Agent with corporate resolutions and legal opinions from the Borrower's counsel concerning the authorization, execution, delivery, enforceability, registration and compliance with Applicable Laws and such other matters as the Agent requires, acting reasonably;

(e) assist the Collateral Agent in the registration or recording of such Security Interests with all appropriate Governmental Judicial/Bodies and in all appropriate jurisdictions, subject to Section 5.5 above; and

(f) pay all reasonable out-of-pocket costs and expenses incurred by the Agent, the Lenders and the Collateral Agent in connection with the preparation, execution and registration of all agreements, security notices, caveats, notices of registration and other instruments and documents, including any amendments to the Security.

5.7 Security held by the Collateral Agent

Notwithstanding anything contained herein to the contrary, provided that the Intercreditor Agreement is in force and effect, the Obligations shall be secured under the Security rateably on a *pari passu* basis (as among the Secured Parties), together with all other Secured Obligations from time to time pursuant to and in accordance with the Intercreditor Agreement. In the event that the Obligations are required by the Lenders to be secured by the Security, but the Intercreditor Agreement is released or terminated, the Borrower shall and shall cause each Material Subsidiary to grant the Security directly to the Agent immediately upon such release or termination.

5.8 Notice to the Collateral Agent re: Repayment of the Obligations and Release and Discharge of the Security

(a) If all of the Obligations owing to the Agent, the Lenders and the Lender Hedge Providers have been indefeasibly repaid, paid, satisfied and discharged, as the case may be, in full and the Facilities have been fully cancelled, then upon the written request provided by the Borrower to the Agent, the Agent shall advise the Collateral Agent of the same. The Agent shall, at the cost and expense of the Borrower, from time to time execute and deliver, or cause to be executed and delivered, all such agreements, instruments, certificates, financing statements, notices and other documents and all acts, matters and things as may be reasonably requested by the Borrower to give effect to, establish, evidence or record the indefeasible repayment, payment, satisfaction, release and discharge of the Obligations, in order to permit the release and discharge of the Security by the Collateral Agent after the indefeasible repayment, payment, satisfaction, release and discharge of all of the other Secured Obligations.

(b) The Lenders hereby authorize the Agent, upon request of the Borrower, to, without further authorization from the Lenders, direct the Collateral Agent to, pursuant to the terms of the Intercreditor Agreement sign any and all releases, letters of no interest, or other documents or interests releasing the Security as it applies to any Disposition permitted by Section 9.10 or any other disposition of Property permitted by this Agreement.

ARTICLE 6
CONDITIONS PRECEDENT TO RESTATEMENT AND DISBURSEMENT CONDITIONS

6.1 Conditions Precedent to the Closing

This Agreement shall become effective upon satisfaction of the following conditions and the receipt by the Agent for and on behalf of the Lenders and the Lender Hedge Providers, of the following documents, each in full force and effect, and in form and substance satisfactory to the Lenders, acting reasonably (unless delivery has been waived by all of the Lenders):

(a) this Agreement shall have been duly executed and delivered to the Agent and the Lenders;

(b) the Security and the other Credit Documents, to the extent not previously delivered, shall have been duly executed and delivered to the Collateral Agent, the Agent and the Lenders (as applicable), provided that in the case of the Repsol Partnership and any of its Subsidiaries that will be Material Subsidiaries following completion of the Repsol Acquisition, if any, such Security shall be delivered in escrow, releasable immediately upon completion of the Repsol Acquisition;

(c) the Agent and the Lenders shall have received favourable legal opinions of the Borrower's counsel relating to, among other things, subsistence of the Borrower and its Material Subsidiaries and the authorization, execution, delivery and enforceability of this Agreement, the Security and the other Credit Documents to which the Borrower and its Material Subsidiaries are a party, non-contravention with respect to Constating Documents, the Note Agreements, the Notes, the Intercreditor Agreement and Applicable Laws, opinions with respect to the registration of the Security under the *Personal Property Security Act* (Alberta) or other applicable personal property legislation in Canada (provided that in the case of the Repsol Partnership and any of its Subsidiaries that will be Material Subsidiaries following completion of the Repsol Acquisition, if any, such opinions shall be delivered in escrow, releasable immediately upon completion of the Repsol Acquisition);

(d) concurrently with the initial Advance on the Closing Date, all fees and expenses then due on the Closing Date in respect of the Facilities shall have been paid in full, including without limitation, all fees payable under the Fee Letter and all fees, costs and expenses payable under the Commitment Letter;

(e) all Security Interests constituted by the Security shall, subject to Section 5.5, have been duly registered under the *Personal Property Security Act* (Alberta) or other applicable personal property legislation in Canada;

(f) the representations and warranties contained in Sections 8.1(a), 8.1(b), 8.1(d), 8.1(e) and 8.1(f)(i) and (ii) shall be true and correct in all material respects (or, in the case of any such representations and warranties already qualified by materiality, true and correct in all respects) on the Closing Date and the Agent shall have received a certificate from the Borrower certifying the same and certifying that each of the following representations and warranties are true and correct on the Closing Date:

(i) as of the Closing Date after giving *pro forma* effect to the consummation of the Repsol Acquisition, the Borrower and its Subsidiaries, taken as a whole, (1) are able to pay their liabilities as they generally become due and (2) the realizable value of the assets of the Borrower and its Subsidiaries, taken as a whole, are greater than the aggregate of their liabilities, taken as a whole, and the stated capital of the Borrower of all classes;

(ii) the Security to which the Borrower and each Material Subsidiary is a party as required under and subject to the terms of this Agreement is effective to create in favour of the Collateral Agent, as security for the Obligations, a legal, valid, binding and enforceable Security Interest in the Property described therein and proceeds thereof, except as enforceability may be limited by general principles of equity and bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and by moratorium laws from time to time in effect, and such Security Interests constitute a valid Security Interest on such Property, subject only to Permitted Encumbrances; and

(iii) neither Borrower nor any Subsidiary is in violation of, or intends to use any proceeds of the initial Advance in violation of, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction or any similar law or regulation to which the Borrower, its Subsidiaries, any Lender or the Agent is subject, in each case to the extent that such law applies to the Borrower and its Subsidiaries or any Lender or the Agent.

(g) all of the Repsol Specified Acquisition Agreement Representations are true and correct in all material respects (or, in the case of any such Repsol Specified Acquisition Agreement Representations already qualified by materiality, true and correct in all respects) on the Closing Date and the Agent shall have received a certificate from the Borrower certifying the same;

(h) the Lenders shall have received in respect of the Borrower and its Material Subsidiaries (provided that in the case of the Repsol Partnership and any of its Subsidiaries, if any, such certificates shall be delivered in escrow, releasable immediately upon completion of the Repsol Acquisition):

(i) a certificate of status, or equivalent issued by an appropriate Governmental/Judicial Body of the jurisdiction of organization of the Borrower and such Material Subsidiary;

(ii) a certified copy of the Constating Documents of the Borrower and such Material Subsidiary;

(iii) a certified copy of the resolutions of the directors of the Borrower and such Material Subsidiary with respect to the authorization, execution and delivery of this Agreement, the Hedging Policy, the Security and the other Credit Documents to which the Borrower and such Material Subsidiary is a party and the transactions contemplated thereby and the performance by the Borrower and such Material Subsidiary of its obligations thereunder;

(iv) a certificate of insurance showing the Collateral Agent as first loss payee and an additional insured under its insurance policies;

(v) a certificate of incumbency with specimen signatures of the individuals of the Borrower and such Material Subsidiary executing this Agreement and the other Credit Documents to which the Borrower and such Material Subsidiary is a party;

(i) the Agent will have received, at least 3 Business Days prior to the Closing Date, all documentation and information of the Borrower and each Material Subsidiary pursuant to AML Legislation that has been reasonably requested by the Agent or any Lender at least 7 Business Days prior to the Closing Date;

(j) the Agent and the Lenders shall have received a closing Compliance Certificate confirming (i) the closing *pro forma* Total Debt to EBITDA Ratio (giving effect to the payment in full of the Base Purchase Price (as such term is defined in the Repsol Purchase Agreement) and, at the option of the Borrower, the adjustments thereto provided for in Sections 2.4(b) and (c) of the Repsol Purchase Agreement) of less than or equal to [redacted], (ii) minimum liquidity amount greater than or equal to [redacted] of the Commitments under the Syndicated Facility, and (iii) subject to the proviso which follows, minimum liquidity amount less than or equal to [redacted] of the Syndicated Facility Commitments, in each case after giving effect to the Repsol Acquisition (giving effect to the payment in full of the Base Purchase Price (as such term is defined in the Repsol Purchase Agreement) and, at the option of the Borrower, the adjustments thereto provided for in Sections 2.4(b) and (c) of the Repsol Purchase Agreement); provided that, if the minimum liquidity amount is greater than [redacted] of the Syndicated Facility Commitments, the Syndicated Facility and the Term Facility Commitments (or any of them or any combination thereof, as determined by the Co-Lead Arrangers in consultation with the Borrower) shall be reduced by the amount of the liquidity that is greater than [redacted];

(k) the Repsol Acquisition shall have been consummated (but for the payment of the purchase price thereof) in accordance with the terms of the Repsol Purchase Agreement, without amendment, modification or waiver thereof or consent thereunder which is materially adverse to the Lenders in their capacity as such) without the written consent of the Co-Lead Arrangers which consent shall not be unreasonably withheld, delayed or conditioned, and the Agent shall have received a certificate from the Borrower certifying the same; and

(l) immediately following the completion of the Repsol Acquisition, Repsol Partnership and its Subsidiaries shall not have any indebtedness for borrowed money outstanding other than any such surviving indebtedness permitted by the Repsol Purchase Agreement or this Agreement, and the Agent shall have received a certificate from the Borrower certifying the same.

6.2 Conditions Precedent to All Advances

The obligation of the Lenders to make any Advance under the Facilities (other than the initial Advance on the Closing Date, in which case only Sections 6.2(a) and (b) shall apply) is subject to the satisfaction of the following conditions precedent:

(a) for each Advance under the Facilities (other than an Advance under the Working Capital Facility effected by way of overdraft), the Borrower shall have delivered to the Agent or the Working Capital Lender, as applicable, a duly executed Drawdown Notice, Rollover Notice or Conversion Notice, as applicable;

(b) the Canadian Dollar Equivalent of the aggregate amount of the proposed Advance, when added to the then Canadian Dollar Equivalent of all outstanding Advances under each

Facility, as applicable, shall not exceed the Syndicated Facility Limit, the Working Capital Facility Limit or the Term Facility Limit, respectively;

(c) the representations and warranties in Article 8 shall continue to be true and correct on and with effect as of the date of such Advance;

(d) no Default or Event of Default shall have occurred and is continuing and no Default or Event of Default shall occur as a result of the making of the Advance;

(e) the funding of an Advance shall not have been made unlawful;

(f) after giving effect to such Advance, the Borrower and its Subsidiaries will not have any Excess Cash; and

(g) all other terms and conditions of this Agreement upon which the Borrower may obtain an Advance are fulfilled, including the aggregate amount of any proposed Advance when added to the then outstanding Advances under the Facilities shall not exceed the Total Commitment.

6.3 Waiver

The conditions in Sections 6.1 and 6.2 are inserted for the sole benefit of the Lenders. The conditions set out in Section 6.1 may be waived by the Agent on the instructions of all of the Lenders and subject to Section 11.4, the conditions set out in Section 6.2 may be waived:

(a) by the Agent on the instructions of the Majority Lenders (which shall not include the Commitment of the Working Capital Lender), in each case in whole or in part (with or without terms or conditions) in respect of any particular Advance under the Facilities (other than the Working Capital Facility); and

(b) by the Working Capital Lender, in each case in whole or in part (with or without terms or conditions) in respect of any particular Advance under the Working Capital Facility.

ARTICLE 7
ADVANCES

7.1 Prime Rate, U.S. Base Rate and SOFR Advances

(a) Upon timely fulfillment of all applicable conditions as set forth in this Agreement, the Agent or the Working Capital Lender (in the case of an Advance under the Working Capital Facility) in accordance with the procedures set forth in Section 7.6, will make the requested amount of a Prime Rate Advance, U.S. Base Rate Advance or SOFR Advance available to the Borrower on the Drawdown Date requested by the Borrower by crediting its applicable Designated Account with such amount. Each Prime Rate Advance under any Facility shall be in an aggregate minimum amount of Cdn.$10,000,000 and in a whole multiple of Cdn.$100,000 and there shall be no minimum amount required for a Prime Rate Advance under the Working Capital Facility. Each SOFR Advance under the Syndicated Facility shall be in an aggregate minimum amount of U.S. $10,000,000 and each SOFR Advance under the Working Capital Facility shall be in an aggregate minimum amount of U.S. $1,000,000 and, in all cases, in whole multiples of U.S. $100,000. Each U.S. Base Rate Advance under the Syndicated Facility shall be in an aggregate minimum amount of U.S. $10,000,000 and in a whole multiple of U.S. $100,000 and there shall be no minimum amount required for a U.S. Base Rate Advance under the Working Capital Facility. The Borrower shall pay interest to the Agent for the account of the applicable Lenders at such address as the Agent designates from time to time on any such Advances outstanding from time to time hereunder at the applicable rate of interest specified in Section 4.1. Notwithstanding the foregoing or any provision of this Agreement to the contrary, it is understood and agreed that when a Drawdown Notice, Rollover Notice or Conversion Notice is delivered by the Borrower under the Syndicated Facility requesting a U.S. Base Rate Advance or a SOFR Advance, with respect to a Canadian Dollar Only Lender: (i) the request therein for a SOFR Advance shall be deemed to be a request for the Canadian Dollar Equivalent of a BA Advance or BA Equivalent Advance (as the case may be) with a BA Interest Period comparable to the elected SOFR Period for the SOFR Advance requested at such time; and (ii) the request therein for a U.S. Base Rate Advance shall be deemed to be a request for the Canadian Dollar Equivalent of a Prime Rate Advance.

(b) Interest on Prime Rate Advances and U.S. Base Rate Advances shall be payable monthly in arrears on each Interest Payment Date. Interest on SOFR Advances shall be payable on the last day of the applicable SOFR Period and, if the SOFR Period is longer than three (3) months, on the date that is three (3) months from the date of the relevant SOFR Advance. All interest shall accrue from day to day and shall be payable in arrears for the actual number of days elapsed from and including the date of Advance or the previous date on which interest was payable, as the case may be, but excluding the date on which interest is payable, or the last day of the applicable SOFR Period, both before and after maturity, demand, default and judgment, with interest on overdue principal and interest at the same rate payable on demand. The principal and overdue interest with respect to a SOFR Advance, upon the expiry of the SOFR Period applicable to such SOFR Advance, shall bear interest, payable on demand, calculated at the rates applicable to U.S. Base Rate Advances.

(c) Interest calculated with reference to the Prime Rate and U.S. Base Rate shall be calculated daily on the basis of a calendar year. Interest calculated with reference to a SOFR Advance shall be calculated on the basis of a year of 360 days and for a term equal to the applicable SOFR Period or, if a SOFR Period is longer than three (3) months, then on the date that is three (3) months from the date of the relevant SOFR Advance and at the end of the SOFR Period, as applicable. In this Agreement, each rate of interest which is calculated with reference to a period (the “**deemed interest period**”) that is less than the actual number of days in the calendar year of calculation is, for the purposes of the *Interest Act* (Canada), equivalent to a rate based on a calendar year calculated by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing by the number of days in the deemed interest period.

7.2 Evidence of Indebtedness

The Obligations of the Borrower resulting from Prime Rate Advances, BA Equivalent Advances, U.S. Base Rate Advances and SOFR Advances made by the Lenders under the Facilities (other than the Working Capital Facility) shall be evidenced by records maintained by the Agent, and by each applicable Lender concerning those Advances it has made. The Agent shall also maintain records of the Obligations of the Borrower resulting from Advances under the Facilities (other than the Working Capital Facility) by way of Bankers’ Acceptances, and each BA Lender shall also maintain records relating to Bankers’ Acceptances that it has accepted. The Working Capital Lender shall also maintain records of the indebtedness resulting from Advances, including Letter of Credit Advances, to the Borrower under the Working Capital Facility. The records maintained by each Lender shall constitute, in the absence of manifest error, *prima facie* evidence of the Obligations of the Borrower to that Lender in respect of Advances it has made, and all details relating thereto. The failure of the Agent or any Lender to correctly record any such amount or date shall not, however, adversely affect the obligation of the Borrower to pay amounts due hereunder to the Lenders in accordance with this Agreement.

7.3 Rollovers and Conversions

Subject to the other terms of this Agreement (including without limitation Sections 2.1, 2.2 and 7.4), the Borrower may from time to time request a Rollover or a Conversion of all or any part of the outstanding amount of any Advance under a Facility into the same kind of Advance under such Facility or another form of Advance that is available under such Facility, as applicable.

7.4 Notice of Advances, Rollovers and Conversions

(a) The Borrower shall give the Agent or the Working Capital Lender, as applicable, irrevocable written notice, in the form of a Conversion Notice for a Conversion requested by it, in the form of a Rollover Notice for a Rollover requested by it and in the form of a Drawdown Notice for any other Advance under the Facilities requested by it.

(b) Notice shall be given one (1) Business Day prior to, or the same day if delivered before 9:00 a.m. (Calgary time), the date of any Advance under a Facility that is less than Cdn.$10,000,000 (or the U.S. Dollar Equivalent), no later than two (2) Business Days prior to the date of any Advance under a Facility equal to or greater than Cdn.$10,000,000 (or the U.S. Dollar Equivalent) but less than Cdn.$25,000,000 (or the U.S. Dollar Equivalent) and no later than three (3) Business Days prior to the date of any Advance under a Facility equal to or greater than Cdn.$25,000,000 (or the U.S. Dollar Equivalent); provided, however, that notice shall be given no later than two (2) Business Days prior to the date of any BA Advance under a Facility and notice shall be given no later than the three (3) Business Days prior to the date of any proposed SOFR Advance or Rollover or Conversion of a SOFR Advance under the Syndicated Facility or a SOFR Advance or Letter of Credit Advance or Rollover or Conversion of a SOFR Advance or Letter of Credit Advance under the Working Capital Facility.

(c) All notices under Section 7.4(b) shall be given not later than 9:00 a.m. (Calgary time) on the date for notice. Payments (other than those being made solely from the proceeds of Rollovers and Conversions) must be made prior to 12:00 noon (Calgary time) on the date for payment in respect of any Facility. If a notice or payment is not given or made by those times, it shall be deemed to have been given or made on the next Business Day, unless all Lenders affected by the late notice or payment agree, in their sole discretion, to accept a notice or payment at a later time as being effective on the date it is given or made.

7.5 Repayments

The Borrower may from time to time repay Advances outstanding under any Facility, except that: (i) SOFR Advances may not be paid prior to the end of the applicable SOFR Periods unless the Borrower indemnifies the applicable Lenders for any loss or expense that such Lenders incur as a result thereof, including any breakage costs, and each such repayment shall be in a minimum amount of U.S. $10,000,000 and in each case, in a whole multiple of U.S. $1,000,000; (ii) Bankers' Acceptances and BA Equivalent Advances may not be prepaid prior to their respective maturity dates; and (iii) outstanding Letters of Credit may not be cancelled unless the original Letter of Credit is delivered to the Working Capital Lender together with a confirmation from the beneficiary thereunder that the Letter of Credit is released by it; and (iv) notice (in the form of a Repayment Notice) of a repayment under any Facility of less than Cdn.$10,000,000 (or the U.S. Dollar Equivalent), shall be given not later than one (1) Business Day, or the same day if such notice is received prior to 10:00 a.m. (Calgary time) prior to the date thereof, notice (in the form of a Repayment Notice) of a repayment equal to or greater than Cdn.$10,000,000 (or the U.S. Dollar Equivalent) but less than Cdn.$25,000,000 (or the U.S. Dollar Equivalent), shall be given not later than two (2) Business Days prior to the date thereof and notice (in the form of a Repayment Notice) of a repayment equal to or greater than Cdn.$25,000,000 (or the U.S. Dollar Equivalent) shall be given not later than three (3) Business Days prior to the date thereof.

7.6 <u>Co-ordination of Prime Rate, U.S. Base Rate and SOFR Advances under the Facilities</u>

Each applicable Lender shall advance its Proportionate Share of each Prime Rate Advance, U.S. Base Rate Advance and SOFR Advance under a Facility (other than an Advance under the Working Capital Facility, which shall be made by the Working Capital Lender only) in accordance with the following provisions:

(a) the Agent shall advise each applicable Lender of its receipt of a notice from the Borrower pursuant to Section 7.4, on the day such notice is received and shall, as soon as possible, notify each such Lender of such Lender's Proportionate Share of any Advance under the applicable Facility requested by the notice;

(b) each applicable Lender shall deliver its Proportionate Share of the Advance to the Agent not later than 10:00 a.m. (Calgary time) on the Drawdown Date;

(c) the Agent shall advance to the Borrower the amount delivered by each applicable Lender by crediting its applicable Designated Account, but if the conditions precedent to the Advance are not met by 2:00 p.m. (Calgary time) on the Drawdown Date, the Agent shall return the funds to the applicable Lenders or invest them in an overnight investment in the Agent's discretion until such time as the Advance is made;

(d) if the Agent determines that an applicable Lender's Proportionate Share of an Advance under a Facility (other than the Working Capital Facility) would not be a whole multiple of Cdn.$100,000 (or U.S. Dollar Equivalent), the amount to be advanced by that Lender may be increased or reduced by the Agent in its sole discretion to the nearest whole multiple of Cdn.$100,000 (or U.S. Dollar Equivalent); provided that if an Event of Default shall occur and be continuing, the Proportionate Shares of the Lenders under such Facility shall be readjusted by the Agent to the extent that any previous adjustment has been made to the Proportionate Shares under this Section 7.6(d); and

(e) if the Borrower requests a SOFR Advance with a SOFR Period ending after a then applicable Non-Agreeing Lender Syndicated Facility Maturity Date, each Syndicated Facility Lender shall provide its Proportionate Share of the SOFR Advance to the Agent, the SOFR Period for each Agreeing Lender shall be the SOFR Period requested by such Borrower and the SOFR Period for each Non-Agreeing Lender shall end on the latest Business Day prior to the applicable Non-Agreeing Lender Syndicated Facility Maturity Date, for which the Agent, acting reasonably, is able to determine a SOFR Rate. If the Agent is unable to determine a SOFR Rate for a SOFR Period ending on or before the applicable Non-Agreeing Lender Syndicated Facility Maturity Date, the Non-Agreeing Lender's Proportionate Share of the requested SOFR Advance shall be provided to the Borrower by way of a U.S. Base Rate Advance.

7.7 <u>BA Power of Attorney and Form of Bankers' Acceptances</u>

(a) To facilitate the acceptance of Drafts hereunder, the Borrower hereby appoints each BA Lender and its agents, acting by duly authorized signatories for the time being at each BA Lender's or its agent's main branch in Toronto, Ontario or such other branch that such BA Lender may notify the Borrower (the "**BA Branch of Account**"), the attorney of the Borrower:

(i) to sign for and on behalf and in the name of the Borrower, as drawer, Drafts in such BA Lender's standard form drawn on such BA Lender payable to a "clearing house" under the DBNA or its nominee for deposit by such BA Lender with the "clearing house" after acceptance thereof by such BA Lender; and

(ii) to fill in the amount, date and maturity date of such Drafts;

provided that such acts in each case are to be undertaken by each BA Lender in accordance with instructions given to it by the Borrower pursuant to the power of attorney set out in this Section 7.7.

(b) Instructions to each BA Lender relating to the execution, completion, discount and/or deposit by such BA Lender on behalf of the Borrower of Drafts which the Borrower wishes to submit to such BA Lender for acceptance by such BA Lender shall be communicated by the Borrower to such BA Lender in writing at the BA Branch of Account following delivery by the Borrower of a Drawdown Notice, Conversion Notice or Rollover Notice pursuant to this Agreement and shall specify the following information:

(i) reference to the power of attorney set out in this Section 7.7;

(ii) a Canadian Dollar amount which shall be the Face Amount of the Drafts to be accepted by the BA Lender in respect of a particular Advance;

(iii) a specified period of time as provided in this Agreement which shall be the number of days after the date of acceptance of such Drafts that such Drafts are to be payable, and the dates of issue and maturity of such Drafts; and

(iv) payment instructions specifying the account number of the Borrower at the BA Branch of Account at which the BA Discount Proceeds are to be credited.

(c) The communication in writing by the Borrower to a BA Lender of the instructions referred to above shall constitute the authorization and instruction of the Borrower to such BA Lender to complete and execute Drafts in accordance with such information as set out above and the request of the Borrower to such BA Lender to accept such Drafts and deposit the same with the "clearing house" against payment as set out in the instructions. The Borrower acknowledges that such BA Lender shall not be obligated to accept any such Drafts except in accordance with the provisions of this Agreement. Each BA Lender shall be and it is hereby authorized to act on behalf of the Borrower upon and in compliance with instructions communicated to such BA Lender as provided herein if such BA Lender reasonably believes them to be genuine.

(d) The Borrower agrees to indemnify each BA Lender and its directors, officers, employees, affiliates and agents and to hold each of them harmless from and against any loss, liability, expense or claim of any kind or nature whatsoever incurred by any of them as a result of any action or inaction in any way relating to or arising out of the power of attorney set out in this

Section 7.7 or the acts contemplated hereby including the deposit of any draft with the “clearing house”; provided that this indemnity shall not apply to any such loss, liability, expense or claim which results from the gross negligence or wilful misconduct of a BA Lender or any of its directors, officers, employees, affiliates or agents.

(e) The power of attorney set out in this Section 7.7 may be revoked by the Borrower at any time upon not less than five (5) Business Days’ written notice served upon each BA Lender, provided that (i) it may from time to time be replaced with another power of attorney which is in form and substance satisfactory to each BA Lender acting reasonably; and (ii) no such revocation shall reduce, limit or otherwise affect the obligations of the Borrower in respect of any Draft executed, completed, discounted and/or deposited in accordance herewith prior to the time at which such revocation becomes effective. The power of attorney set out in this Section 7.7 may be terminated by each BA Lender at any time not less than five (5) Business Days’ written notice to the Borrower.

(f) Any revocation or termination of the power of attorney set out in this Section 7.7 shall not affect the rights of the BA Lenders and the obligations of the Borrower with respect to the indemnities of the Borrower above stated.

(g) If the power of attorney set out in this Section 7.7 is revoked or terminated, the Borrower may, at its option, execute any Draft by the facsimile or electronic signatures of any two (2) senior officers of the general partner of the Borrower. The Borrower and each BA Lender are hereby authorized to accept or pay, as the case may be, any Draft of the Borrower which purports to bear such facsimile signatures or which has been completed pursuant to the power of attorney set out in this Section 7.7 notwithstanding that, subsequent to the issuance of the Bankers’ Acceptance, any such individual has ceased to be a senior officer of the general partner of the Borrower or the power of attorney has been revoked and any such Draft or Bankers’ Acceptance shall be as valid as if it has been signed by a senior officer of the Borrower at the date of issue of such Bankers’ Acceptance. Any such Draft or Bankers’ Acceptance may be dealt with by each BA Lender to all intents and purposes and shall bind the Borrower as if duly signed in each signing officer’s own handwriting and issued by the Borrower, and the Borrower hereby agrees to hold each BA Lender harmless and indemnified against all loss, costs, damages and expenses arising out of the payment or negotiation of any such Draft or Bankers’ Acceptance resulting from such Drafts not having been duly signed. No such BA Lender shall be liable for its failure to accept a Bankers’ Acceptance as required hereunder if the cause of such failure, in whole or in part, is due to the failure of the Borrower to provide executed Drafts to such BA Lender on a timely basis or the power of attorney described above to such BA Lender.

(h) The receipt by the Agent or the Working Capital Lender, as the case may be, of a request for an Advance by way of Bankers’ Acceptances shall be each BA Lender’s sufficient authority to complete, and each BA Lender shall, subject to the terms and conditions of this Agreement, complete the Drafts in accordance with such request and if applicable, the notice of the Agent given pursuant to Section 7.9, and the Drafts so completed shall thereupon be deemed to have been presented for acceptance.

7.8 <u>Size and Maturity of Bankers’ Acceptances, Rollovers and Conversions</u>

(a) Each BA Advance under the Facilities (other than the Working Capital Facility) shall be in an aggregate amount of not less than Cdn.$10,000,000 and not less than Cdn.$1,000,000 under the Working Capital Facility and in each case in a whole multiple of Cdn.$100,000 (which minimum amounts shall include BA Equivalent Advances, if applicable).

Each Bankers' Acceptance and BA Equivalent Advance shall have a term which is not less than 30 days nor more than 90 days (or such shorter or longer term as all of the Lenders providing such Advance in their sole discretion may approve) commencing on the Drawdown Date, the Rollover Date or the Conversion Date of such Advance (the "**BA Interest Period**"). If a Bankers' Acceptance or BA Equivalent Advance matures on a day which is not a Business Day, then the Borrower shall be deemed to have selected a BA Interest Period the last day of which is the first Business Day following the last day of the BA Interest Period selected by the Borrower. The Face Amount at maturity of a Bankers' Acceptance or BA Equivalent Advance may be Rolled Over as a Bankers' Acceptance or a BA Equivalent Advance or Converted into another form of Advance permitted by this Agreement. The last day of each BA Interest Period for each BA Advance and BA Equivalent Advance made by a Lender shall be on or before the applicable Maturity Date for the applicable Facility or if such Lender is a Non-Agreeing Lender, the applicable Non-Agreeing Lender Maturity Date for the applicable Facility.

(b) Subject to the provisions of this Agreement, if the Borrower requests a BA Advance under the Syndicated Facility with a BA Interest Period ending after a then applicable Non-Agreeing Lender Syndicated Facility Maturity Date, each Syndicated Facility Lender shall provide its Proportionate Share of the BA Advance to the Agent, the BA Interest Period for each Agreeing Lender shall be the BA Interest Period requested by the Borrower and the BA Interest Period for each Non-Agreeing Lender shall end on the latest Business Day prior to the applicable Non-Agreeing Lender Syndicated Facility Maturity Date, for which the Agent, acting reasonably, is able to determine a BA Discount Rate. If the Agent is unable to determine a BA Discount Rate for a BA Period ending on or before the applicable Non-Agreeing Lender Syndicated Facility Maturity Date, the Non-Agreeing Lender's Proportionate Share of a requested BA Advance shall be provided to the Borrower by way of a Prime Rate Advance under the Syndicated Facility.

7.9 Co-ordination of BA Advances

Each Lender shall advance its Proportionate Share of each Advance by way of Bankers' Acceptances and BA Equivalent Advances in accordance with the provisions set forth below.

(a) The Agent, promptly following receipt of a notice from the Borrower pursuant to Section 7.4(b) requesting an Advance by way of Bankers' Acceptances under a Facility, shall (i) notify each BA Lender of the Face Amount of the Bankers' Acceptances to be accepted by it, and (ii) notify each Non BA Lender of the Face Amount of its Notional Bankers' Acceptance. The aggregate Face Amount of Bankers' Acceptances to be accepted by a BA Lender and the Face Amount of the Notional Bankers' Acceptance for each Non BA Lender shall be determined by the Agent by reference to the respective Commitments of the Lenders under the applicable Facility; provided that, if the Face Amount of a Bankers' Acceptance in the case of a BA Lender or the Face Amount of the Notional Bankers' Acceptance used to determine the amount of a BA Equivalent Advance in the case of a Non BA Lender would not be Cdn.$100,000 or a whole multiple thereof, the Face Amount shall be increased or reduced by the Agent in its sole discretion, to the nearest whole multiple of Cdn.$100,000.

(b) Whenever the Borrower requests an Advance that includes Bankers' Acceptances, each Non BA Lender shall, in lieu of accepting its pro rata amount of such Bankers' Acceptances, make available to the Borrower on the Drawdown Date an Advance (a "**BA Equivalent Advance**") in Canadian Dollars and in an amount which would be equal to the BA Discount Proceeds of the Bankers' Acceptances (which Bankers' Acceptances are referred to herein collectively as "**Notional Bankers' Acceptances**") that such Non BA Lender would have been required to accept on the Drawdown Date if it were a BA Lender not listed in Schedule I to the

Bank Act (Canada). Each Non BA Lender shall also be entitled to deduct from the BA Equivalent Advance an amount equal to the applicable Bankers' Acceptance Fee that would have been applicable to the Notional Bankers' Acceptance had it been a Bankers' Acceptance.

(c) Subject to the terms and conditions of this Agreement, each BA Lender agrees to accept Drafts issued by the Borrower pursuant to this Section 7.9 and purchase such Bankers' Acceptances discounted at the applicable BA Discount Rate. Each BA Lender shall provide the BA Discount Proceeds thereof into the Designated Account in accordance with Section 7.9(d), less the Bankers' Acceptance Fee payable to such BA Lender pursuant to Section 4.1. Each such BA Lender shall be entitled to sell, assign or otherwise transfer such Bankers' Acceptances to any Person without any notice to or the consent of the Borrower.

(d) Each BA Lender and Non BA Lender, as applicable, shall transfer to the Agent at the Agent's Account Branch with respect to BA Advances under a Facility (other than the Working Capital Facility) and to the Working Capital Lender's Account Branch with respect to BA Advances under the Working Capital Facility for value on each Drawdown Date immediately available Cdn. Dollars in an aggregate amount equal to (i) in the case of a BA Lender, the BA Discount Proceeds (net of the applicable Bankers' Acceptance Fee in respect of such Bankers' Acceptances) of all Bankers' Acceptances accepted by it on such Drawdown Date, and (ii) in the case of Non BA Lenders, the amount of each BA Equivalent Advance (net of the applicable Bankers' Acceptance Fee in respect of such BA Equivalent Advance) to be made by it on such Drawdown Date. The Agent or the Working Capital Lender may designate such other offices in Toronto or Calgary as it may see fit for the purposes referred to in the preceding sentence. The Agent or the Working Capital Lender, as the case may be, shall make such amounts received by it from the Lenders as aforesaid available to the Borrower by depositing the same for value on the applicable Drawdown Date to the Borrower's Designated Account.

(e) The Borrower hereby authorizes each BA Lender to complete, stamp, hold, sell, rediscount or otherwise dispose of all Bankers' Acceptances accepted by it in accordance with the instructions provided by the Borrower hereunder or pursuant to the power of attorney referred to in Section 7.9.

(f) If the Borrower requests that a BA Lender complete incomplete Drafts pursuant to telephone instructions, such instructions are at the risk of the Borrower until confirmed in writing and the BA Lender shall not have any liability for any failure to carry out the same, wholly or in part, or for any error or omissions in such instructions or the interpretation or execution thereof by or such BA Lender.

7.10 <u>Borrower's Election to Market Bankers' Acceptances</u>

(a) Subject to the provisions of this Agreement, the Borrower may elect to market the Bankers' Acceptances accepted by the Lenders hereunder. If the Borrower elects to market Bankers' Acceptances, the Borrower shall, at or prior to 12:00 noon (Calgary time) on the Business Day before the Drawdown Date, Conversion Date or the Rollover Date relating to any such Bankers' Acceptances to be issued hereunder, deliver to the Agent at the Agent's Account Branch in the case of BA Advances under a Facility (other than the Working Capital Facility) and at the Working Capital Lender's Account Branch with respect to Bankers' Acceptances under the Working Capital Facility, written notice with respect to the Borrower marketing such Bankers' Acceptances in a form acceptable to the Agent and the Working Capital Lender, acting reasonably.

(b) On the Drawdown Date, Conversion Date or Rollover Date relating to any issue of Bankers' Acceptances:

(i) on any Drawdown Date, each applicable Lender shall deliver the discounted proceeds of the sale of such Bankers' Acceptances received by it (less any Bankers' Acceptance Fees payable to such Lender in respect thereof pursuant to Section 4.1), for the account of the Borrower:

(A) through the Agent at the Agent's Account Branch with respect to BA Advances under a Facility (other than the Working Capital Facility); and

(B) into the Borrower's Designated Account with respect to BA Advances under the Working Capital Facility;

(ii) on any Rollover Date relating to any Rollover of Bankers' Acceptances marketed by the Borrower, the Borrower shall be liable to each applicable Lender for the principal amount of maturing Bankers' Acceptances accepted by such Lender; in order to satisfy the continuing liability of the Borrower to each such Lender for the principal amount of the maturing Bankers' Acceptances, each such Lender shall receive and retain for its own account the discounted proceeds of sale of such new Bankers' Acceptances and the Borrower shall on the maturity date of the maturing Bankers' Acceptances pay to each such Lender (through the Agent at the Agent's Account Branch in respect of BA Advances under a Facility (other than the Working Capital Facility)), an amount equal to the difference between the principal amount of the maturing Bankers' Acceptances and the discounted proceeds of sale of the new Bankers' Acceptances together with the Bankers' Acceptance Fee to which each such Lender is entitled pursuant to Section 4.1; and

(iii) on any Conversion Date relating to Bankers' Acceptances marketed by the Borrower:

(A) in the case of a Conversion from a Prime Rate Advance into Canadian Dollar Bankers' Acceptances in order to satisfy the continuing liability of the Borrower to each applicable Lender for the amount of the Converted Advance, each such Lender shall receive for its own account the discounted proceeds of sale of the Bankers' Acceptances and the Borrower shall on the Conversion Date pay to each such Lender (through the Agent at the Agent's Account Branch in respect of BA Advances under a Facility (other than the Working Capital Facility)), the difference between the principal amount of the Converted Advance and the discounted proceeds of sale from such Bankers' Acceptances together with the Bankers' Acceptance Fee to which each such Lender is entitled to pursuant to Section 4.1; and

(B) in the case of a Conversion from Canadian Dollar Bankers' Acceptances into a Prime Rate Advance in order to satisfy the continuing liability of the Borrower to each applicable Lender for an amount equal to the Face Amount of such Bankers' Acceptances, the Agent and each such Lender shall record the obligation of the Borrower to each such Lender as a Prime Rate Advance hereunder.

(c) Promptly following receipt by the Agent of written notice of the Borrower pursuant to Section 7.10(a) that the Borrower has elected to market the Bankers' Acceptances, the Agent shall provide either written or telephone advice to each applicable Lender of the amount of each issue of Bankers' Acceptances to be accepted by it, the Drawdown Date, the Rollover Date or the Conversion Date (as applicable), the discounted proceeds of sale deliverable in respect thereof, the person to whom the Bankers' Acceptances have been sold and from whom the discounted proceeds of sale in respect thereof should be received, and the term thereof, which term shall be, subject to Section 7.8(b), identical for all such Lenders.

(d) Upon receipt by the Agent or the Working Capital Lender of the written notice of the Borrower pursuant to Section 7.10(a) that the Borrower has elected to market the Bankers' Acceptances, each applicable Lender is thereupon authorized to complete Bankers' Acceptances held by it in blank or, if the power of attorney referred to in Section 7.7 has not been revoked, such Lender shall complete and sign Bankers' Acceptances on behalf of the Borrower in accordance with such power of attorney and the particulars advised by the Agent in respect of BA Advances under a Facility (other than the Working Capital Facility) and as advised by the Borrower with respect to BA Advances under the Working Capital Facility. Such Lenders shall then deliver such Bankers' Acceptances to the person designated to receive such Bankers' Acceptances upon receipt by such Lender of the discounted proceeds of sale payable in respect thereof, in accordance with the particulars so advised by the Agent in respect of BA Advances under a Facility (other than the Working Capital Facility) and as advised by the Borrower with respect to BA Advances under the Working Capital Facility.

7.11 Payment of Bankers' Acceptances and BA Equivalent Advances

The Borrower shall provide for the payment to the Agent at the Designated Account for the account of the applicable BA Lenders or Non BA Lenders, as the case may be, of the full Face Amount of each Bankers' Acceptance and each Notional Bankers' Acceptance issued under a Facility (other than the Working Capital Facility) and the Working Capital Facility, on the earliest of (a) its date of maturity, and (b) the date on which the Agent (with the instructions of the Majority Lenders) demands payment of the Obligations outstanding under the Facilities or the other acceleration of the outstanding Obligations pursuant to Section 10.2.

7.12 Deemed Advance - Bankers' Acceptances

Except for amounts which are paid from the proceeds of Rollovers of a Bankers' Acceptance and BA Equivalent Advances or other Advance or Conversion hereunder, any amount which a Lender pays to any third party on or after the date of maturity of a Bankers' Acceptance in satisfaction thereof or which is owing to such Lender by the Borrower in respect of such Bankers' Acceptance or BA Equivalent Advance on or after the date of maturity of such Bankers' Acceptance or BA Equivalent Advance, shall be deemed to be a Prime Rate Advance under the applicable Facility to the Borrower under this Agreement. Each applicable Lender shall forthwith give notice of the making of such a Prime Rate Advance to the Agent (which shall promptly give similar notice to the Borrower and the other applicable Lenders). Interest shall be payable on such Prime Rate Advances in accordance with the provisions applicable to Prime Rate Advances.

7.13 Waiver

The Borrower shall not claim from a Lender any days of grace for the payment at maturity of any Notional Bankers' Acceptances or any Bankers' Acceptances presented and accepted by a Lender pursuant to this Agreement. The Borrower waives any defence to payment which might otherwise exist if for any reason a Bankers' Acceptance shall be held by a Lender in its own right at the maturity thereof, and the doctrine of merger shall not apply to any Bankers' Acceptance that is at any time held by a Lender in its own right.

7.14 **Degree of Care**

Any executed Drafts to be used as Bankers' Acceptances which are delivered to a Lender shall be held in safekeeping with the same degree of care as if they were the Lender's own Property, and shall be kept at the place at which such drafts are ordinarily held by such Lender.

7.15 **Indemnity**

The Borrower hereby indemnifies and holds each BA Lender harmless from any loss or expense with respect to any Bankers' Acceptance dealt with by the Lenders, or any of them, in accordance with the provisions hereof, but shall not be obliged to indemnify a Lender for any loss or expense caused by the gross negligence or wilful misconduct of that Lender or if that Lender breaches the provisions of Section 7.14.

7.16 **Obligations Absolute**

The obligations of the Borrower with respect to Bankers' Acceptances under this Agreement shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including, without limitation, the following circumstances:

(a) any lack of validity or enforceability of any Draft accepted by a Lender as a Bankers' Acceptance; or

(b) the existence of any claim, set-off, defence or other right which the Borrower may have at any time against the holder of a Bankers' Acceptance, the Lenders (or any of them) or any other Person or entity, whether in connection with this Agreement or otherwise.

7.17 **Termination of BA Advances**

If at any time a Lender determines, acting reasonably, (which determination shall be conclusive and binding on the Borrower) that:

(a) adequate and reasonable means do not exist for ascertaining the CDOR Rate applicable to a BA Advance or BA Equivalent Advance (as applicable); or

(b) the CDOR Rate does not adequately reflect the effective cost to such Lender of funding a BA Advance or BA Equivalent Advance (as applicable);

then such Lender shall inform the Agent and the Borrower and upon such notice, the right of the Borrower to request BA Advances or BA Equivalent Advances (as applicable) from that Lender shall be and remain suspended until such Lender notifies the Agent and the Borrower that any condition causing such determination no longer exists. Upon receipt of such notice, the Borrower may revoke any Drawdown Notice, Rollover Notice or Conversion Notice that requests a BA Advance or BA Equivalent Advance or, failing that, will be deemed to have converted such request into a request for a borrowing of a Prime Rate Advance under the applicable Facility in the amount specified therein.

7.18 SOFR Periods

The Borrower may select, by irrevocable notice to the Agent or the Working Capital Lender hereunder, as the case may be, for SOFR Advances the SOFR Period to apply to any particular SOFR Advance. The Borrower shall from time to time select and give notice to the Agent or the Working Capital Lender, as applicable, of the SOFR Period for a SOFR Advance which shall commence upon the making of the SOFR Advance or at the expiry of any outstanding SOFR Period applicable to a SOFR Advance that is the subject of a Rollover. If the Borrower fails to select and give the Agent or the Working Capital Lender, as applicable, notice of a SOFR Period for a SOFR Advance in accordance with Section 7.4 any such SOFR Advance shall be converted to a U.S. Base Rate Advance, on the last day of the SOFR Period applicable to such SOFR Advance.

7.19 Termination of SOFR Advances

If at any time a Lender determines, acting reasonably, (which determination shall be conclusive and binding on the Borrower) that:

(a) adequate and reasonable means do not exist for ascertaining the SOFR Rate applicable to a SOFR Advance;

(b) the SOFR Rate does not adequately reflect the effective cost to such Lender of making or maintaining a SOFR Advance, respectively; or

(c) it cannot readily obtain or retain funds in the London interbank market in order to fund or maintain any SOFR Advance;

then such Lender shall inform the Agent and the Borrower and upon such notice,

(d) the right of the Borrower to request SOFR Advances from that Lender shall be and remain suspended until such Lender notifies the Agent and the Borrower that any condition causing such determination no longer exists, and

(e) if such Lender is prevented from maintaining a SOFR Advance, the Borrower shall, at its option, either repay the SOFR Advance to that Lender or convert the SOFR Advance into other forms of Advance under the applicable Revolving Facility which are permitted by this Agreement, and the Borrower shall not be responsible for any loss or expense that such Lender incurs as a result, including breakage costs, notwithstanding that such repayment or conversion does not occur on the last day of a SOFR Period, as applicable.

7.20 Letters of Credit

(a) Upon timely fulfillment of all applicable conditions as set forth in this Agreement, but subject to the limitations in Section 7.22, the Working Capital Lender agrees to issue Letters of Credit on any Business Day for the account of the Borrower.

(b) Upon receipt of any Drawdown Notice requesting a Letter of Credit Advance under the Working Capital Facility: (i) the Working Capital Lender will process such request and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures; (ii) the Working Capital Lender will promptly issue or renew the Letter of Credit requested thereby (but in no event will the Working Capital Lender be required to issue or renew any Letter of Credit earlier than three (3) Business Days after its receipt of a Drawdown Notice, Conversion Notice or Rollover Notice in respect of the Letter of Credit to be issued or renewed, as the case may be) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed by the Working Capital Lender and the Borrower. The Working Capital Lender will furnish a copy of such Letter of Credit to the Borrower. To the extent that any provision of any Drawdown Notice, Rollover Notice or Conversion Notice related to any Letter of Credit is inconsistent with the provisions of this Agreement, the provisions of this Agreement will prevail.

7.21 <u>Letter of Credit Fees</u>

The Borrower shall pay to the Working Capital Lender, fees calculated in accordance with Section 4.1 and payable in advance on the date of issuance of each Letter of Credit and thereafter on the first day of each Fiscal Quarter until the expiry of such Letter of Credit. If the face amount of a Letter of Credit is reduced (either through presentment for payment or with the consent of the beneficiary thereof) or if the Letter of Credit is cancelled, the portion of such fee that has been paid for the remaining term of the Letter of Credit and for the amount of such reduction or cancellation shall be refunded or returned to the Borrower. In addition to the foregoing, the Borrower shall pay to the Working Capital Lender its standard issuance, drawing, registration, amendment, communication and other processing and out of pocket fees for Letters of Credit issued hereunder.

7.22 <u>Procedures and Limitations</u>

The following provisions shall apply to Letter of Credit Advances:

(a) Letters of Credit may be issued and outstanding, in an aggregate amount not to exceed the Letter of Credit Limit, under the Working Capital Facility;

(b) each Letter of Credit shall expire not later than one year from its issuance;

(c) the Working Capital Lender shall not have any obligation to issue a Letter of Credit until:

(i) it has been paid the applicable fee(s),

(ii) such ancillary documents, including applications and indemnities, as it normally requires for similar transactions have been executed and delivered to it, and

(iii) in the case of the Conversion of an existing Advance to a Letter of Credit Advance, the full amount of the Advance being converted together with all interest, fees and other amounts applicable thereto have been paid to it; and

(d) all payments made by the Working Capital Lender to any Person pursuant to a Letter of Credit shall, unless the Borrower reimburses the Working Capital Lender for such payment on or before the date it is made, on the date of such payment shall, if applicable, be converted into Canadian Dollars at the rate of exchange used by the Working Capital Lender for such transactions and be deemed as and from the date of such payment to be a Prime Rate Advance pursuant to the Working Capital Facility, with the proceeds of such Prime Rate Advance being applied against the Borrower's Obligations to reimburse the Working Capital Lender for payment made under the Letter of Credit.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 General

The Borrower represents and warrants to the Agent and the Lenders, on its own behalf and for and on behalf of each Material Subsidiary, as follows:

(a) as to each of them, it is duly organized or formed under the laws of the jurisdiction of its organization or formation and is valid and subsisting under such laws, and is duly registered to carry on business in each jurisdiction in which it owns Property or carries on a business, except to the extent failure to be so registered would not reasonably be expected to have a Material Adverse Effect;

(b) as to each of them, it has the corporate or other power and capacity to own or lease its Property, to carry on its business as presently conducted, and:

(i) in the case of the Borrower, to borrow money and to perform all of its Obligations hereunder; and

(ii) in the case of each Material Subsidiary, to guarantee the Obligations of the Borrower hereunder;

(c) as to each of them, it has obtained all Permits necessary to the ownership of its Property and to the conduct of its business and operations (including all Permits under Applicable Environmental Laws) in each jurisdiction where it carries on business or owns Property, including but not limited to those issued or granted by Governmental/Judicial Bodies, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect;

(d) as to each of them, it is duly authorized to execute and deliver the Credit Documents to which it is a party and to perform its obligations thereunder; and all corporate or other steps and proceedings necessary for the due execution and delivery by it of the Credit Documents to which it is a party and the performance of its obligations thereunder have been taken;

(e) as to each of them, the Credit Documents to which it is a party have been duly executed and delivered by it, and constitute legal, valid and binding obligations, enforceable in accordance with their respective terms, subject to the rights of creditors generally and rules of equity of general application;

(f) as to each of them, the execution and delivery by it of the Credit Documents to which it is a party and the performance by it of its obligations thereunder, do not and will not:

(i) contravene, violate or result in a breach of its Constating Documents or any shareholders' agreement (or other similar agreement) relating to it;

(ii) as of the Closing Date contravene, violate or result in a breach of any Applicable Law and thereafter do not and will not in any material respect, contravene, violate or result in a breach of any Applicable Law;

(iii) contravene, violate or result in a breach of any resolution of its directors, shareholders, partners or unitholders, as the case may be, or any committee of such Persons;

(iv) constitute, with or without notice or lapse of time or both, an event or circumstance entitling any Person to accelerate or demand the payment of any Debt;

(v) result in the creation or imposition of any Security Interest on any of its Property other than in favour of the Collateral Agent; or

(vi) result in any requirement on it to grant any Security Interest or result in any Person becoming entitled to require any Security Interest from it other than in favour of the Collateral Agent;

(g) as to each of them, no consent, authorization, approval or other action by, and no publication, notice to or filing or registration with, any Governmental/Judicial Body is required for the due execution and delivery by it of the Credit Documents to which it is a party and the performance by it of its Obligations thereunder or to ensure the validity or enforceability thereof, other than registration and perfection of the Security, which has (subject to Section 5.5) been completed;

(h) as to each of them, there are no actions, suits, claims or proceedings (including counterclaims or third party proceedings) existing or, to its knowledge, threatened against it or affecting its Property before any Governmental/Judicial Body which would reasonably be expected to have a Material Adverse Effect, or which purports to challenge the validity or enforceability of any Credit Document;

(i) as to each of them, in respect of each contract to which it is a party, and each Permit of which it is a holder it is not in default in the performance or observance of any of the terms or conditions contained or referenced therein except to the extent that any default would not reasonably be expected to have a Material Adverse Effect;

(j) as to each of them, it is in compliance in all respects with all Applicable Laws (including all Applicable Environmental Laws) except to the extent failure to be in compliance would not reasonably be expected to have a Material Adverse Effect;

(k) as to each of them, no Default or Event of Default has occurred and is continuing hereunder or under any of the other Credit Documents;

(l) as to each of them, it has in full force and effect such policies of insurance as required by Section 9.11;

(m) as to each of them, set out in Schedule I is a complete list of all of the Subsidiaries of the Borrower identifying each as a Material Subsidiary or a Subsidiary as of the Closing Date;

(n) the legal name and jurisdiction of chief executive office of the Borrower and of each Material Subsidiary of the Borrower is set forth in Schedule I as of the Closing Date;

(o) as to each of them, the proceeds of each Advance will only be used for the purposes set out in Section 2.7; and

(p) as to each of them, all information, materials and documents (including environmental reports and engineering reports and related data with respect to the Oil and Gas Properties of the Borrower and the Material Subsidiaries, but other than information, material and documents setting out forecasts, projections and budgets) prepared by the Borrower and any Material Subsidiary and delivered to the Agent in connection with this Agreement were, to the knowledge at the time provided, true and accurate in all material respects (other than any information expressly disclaimed) and all information, material and documents setting out forecasts, projections and budgets have been prepared in good faith, with commercially reasonable assumptions at the times of their respective preparation.

8.2 <u>Financial</u>

(a) The Borrower represents and warrants to the Agent and the Lenders on its own behalf and for and on behalf of each Material Subsidiary that since the date of the most recent consolidated Financial Statements of the Borrower, no change in the operations, business, or financial affairs of the Borrower or any Material Subsidiary has occurred which would reasonably be expected to have a Material Adverse Effect and which has not been disclosed to the Agent in writing.

(b) The Borrower represents and warrants to the Agent and the Lenders on its own behalf and for and on behalf of each Material Subsidiary as follows:

(i) all Financial Statements of the Borrower which have been delivered to the Agent and the Lenders since the date of the last Financial Statements, have been prepared in accordance with GAAP, and fairly present the consolidated financial position and condition of the Borrower and the Material Subsidiaries, as at the respective dates thereof, all other information, certificates, schedules, reports and other papers and data (other than forecasts, projections and budgets) which have been furnished or caused to be furnished to the Agent and the Lenders are complete, accurate and correct in all material respects at the time the same were stated to be effective and all forecasts, projections and budgets furnished to the Agent and the Lenders have been prepared in good faith, with commercially reasonable assumptions at the times of their respective preparation; and

(ii) except in each case below, to the extent it would not reasonably be expected to have a Material Adverse Effect, each of the Borrower and each Material Subsidiary has duly filed on a timely basis all Tax returns required to be filed by it, and has paid all Taxes which are due and payable by it, inclusive of penalties, interest and fines claimed against it (except where it is contesting the payment of same in good faith, and it has established to the satisfaction of the Agent a sufficient reserve in accordance with GAAP); it has made adequate provision for, and all required instalment payments have been made in respect of, taxes payable for the current period for which returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax return or the payment of any Taxes; there are no actions or proceedings, other than standard audit enquiries conducted in the normal course, being taken by Canada Revenue Agency or any other Governmental/Judicial Body to enforce the payment of any Taxes and it has no knowledge of any such actions or proceedings being contemplated by such authorities.

8.3 <u>Properties</u>

The Borrower represents and warrants to the Agent and the Lenders on its own behalf and for and on behalf of each Material Subsidiary as follows:

(a) it has good and valid title to its Properties, free and clear of any Security Interests and adverse claims, other than Permitted Title Defects and Permitted Encumbrances; it has not received any notice of a defect that is not a Permitted Title Defect in its title to its Properties;

(b) it has not filed any notice nor is the filing of any notice pending under any Applicable Environmental Law indicating past or present Release of any Hazardous Materials into the environment, which Release would reasonably be expected to have a Material Adverse Effect;

(c) it has obtained and continues to hold all approvals, Permits, certificates of qualification and other authorizations which are required under Applicable Environmental Laws except to the extent that the failure to so hold such approvals, Permits, certificates or authorizations would not reasonably be expected to have a Material Adverse Effect; and

(d) it has maintained and operated its Properties (or where it is not the operator of its Properties, has used commercially reasonably efforts to cause such Properties to be maintained and operated) in a good and workmanlike manner in accordance with sound industry practice except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

8.4 <u>Survival and Inclusion</u>

(a) The Borrower acknowledges that the Lenders have entered into this Agreement and agreed to make Advances in full reliance upon the foregoing representations and warranties. Such representations and warranties shall survive until this Agreement has been terminated.

(b) All statements, representations and warranties contained in any Compliance Certificates or in any instruments delivered by or on behalf of the Borrower or a Material Subsidiary pursuant to this Agreement shall constitute statements, representations and warranties made by the Borrower or a Material Subsidiary, as applicable, to the Agent and the Lenders under this Agreement.

ARTICLE 9
COVENANTS

9.1 <u>General</u>

The Borrower covenants and agrees that during the term of this Agreement that it shall, and cause each Material Subsidiary to:

(a) except as permitted by Section 9.7(a), maintain and preserve its legal existence, organization and status in each jurisdiction of organization or formation and in each other jurisdiction in which it carries on a business or owns assets and make all corporate and other filings and registrations necessary or advisable in connection therewith except to the extent failure to make such filings would not reasonably be expected to have a Material Adverse Effect;

(b) carry on and continuously conduct its business in a good and businesslike manner and in accordance with sound industry practices;

(c) comply with Applicable Laws (including all Applicable Environmental Laws) and obtain and maintain all Permits necessary to the ownership of its Property and to the conduct of its business in each jurisdiction where it carries on business or owns Property, including but not limited to those issued or granted by Governmental/Judicial Bodies, except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect;

(d) duly file on a timely basis all Tax returns required to be filed by it, and duly and punctually pay all Taxes and other governmental charges levied or assessed against it or its Property except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect;

(e) keep and maintain proper books of record and accounts in which entries shall be made of all transactions in all material respects in accordance with GAAP;

(f) pay all amounts of principal, interest, fees and other amounts owing to the Agent and Lenders hereunder and pay and perform all other Obligations hereunder and under the other Credit Documents on the dates, times and in the places and manner specified herein and therein and observe and comply with all other terms and conditions of the Credit Documents;

(g) as to the Borrower, only use the proceeds of any Advance hereunder for the purposes set out in Section 2.7;

(h) ensure that the Security granted by it to the Collateral Agent and the Agent (as applicable) remains legal, valid, binding and enforceable, in accordance with its terms (subject to Applicable Laws affecting the rights of creditors generally and rules of equity of general application);

(i) co-operate with the Agent as to permit the Agent to:

(i) subject to Section 5.5, forthwith register, file and record the Security (or notices, financing statements or other registrations in respect thereof) in all proper offices where such registration, filing or recording may be necessary or advantageous to perfect or protect the Security Interests constituted by the Security; and

(ii) maintain all such registrations in full force and effect;

(j) for so long as there remains any Obligations of the Borrower to the Agent or any Lender under the Credit, each Subsidiary shall remain as a wholly-owned Subsidiary of the Borrower;

(k) promptly give written notice to the Agent of:

(i) the existence of any Default or Event of Default or that any Person has given any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action with respect to a claimed default of the type referred to in Section 10.1(d), a written notice specifying the nature and period of existence thereof and what action the Borrower is taking or proposes to take with respect thereto, provided that in any event such notice shall be delivered by the Borrower to the Agent within five days after the Borrower becomes aware of the existence of such Default or Event of Default or such notice of or taking of action;

(ii) satisfactory evidence of the insurance carried (at least annually), as well as any damage to or destruction of any Property which might give rise to a claim for insurance monies in excess of $50,000,000;

(iii) any proposed change in its name, at least twenty (20) days prior to any action being taken to effect such name change, and thereafter within ten (10) days provide certified copies of the certificate and supporting documents effecting such name change;

(iv) any proposed change in the location of its chief executive office from the province in which it is currently located, at least twenty (20) days prior to any action being taken to effect such location change together with particulars of the new address;

(v) any Environmental Liability occurring on or in relation to its Properties which would reasonably be expected to have a Material Adverse Effect, including the existence of any Hazardous Materials located on, above or below the surface of any land which it controls or contained in the soil or water constituting such land (except those Hazardous Materials being stored, used or otherwise handled in the ordinary course of business in substantial compliance with Applicable Law), and any Release of Hazardous Materials that has occurred on or from such land, if such Release would reasonably be expected to have a Material Adverse Effect;

(vi) any litigation, arbitration or other proceeding commenced or threatened against or affecting it which would reasonably be expected to have a Material Adverse Effect;

(vii) any other change (financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Borrower or a Material Subsidiary that has or would reasonably be expected to have a Material Adverse Effect;

(viii) any matter (excluding, however, market factors such as Petroleum Substance price, interest rate and currency exchange rate fluctuations) of which it is aware that would reasonably be expected to have a Material Adverse Effect; and

(ix) the creation of any new Subsidiaries of the Borrower or any designation of a Subsidiary as a Material Subsidiary, and from time to time provide the Agent with all reasonable information requested by the Agent concerning the status of any of the foregoing; and

(l) use reasonable efforts to provide the Agent from time to time with such other documents, security, opinions, consents, acknowledgments and agreements as are requested by the Agent or the Lenders and are reasonably necessary to implement this Agreement and the Security.

9.2 <u>Reporting</u>

(a) The Borrower shall furnish to the Agent (in electronic form (including by posting on public internet websites such as SEDAR.com or paper form as provided for in Section 8 of the CBA Model Provisions):

(i) within 90 days after the end of each of its Fiscal Years during the term of this Agreement, the audited consolidated Financial Statements for the Borrower for each Fiscal Year, prepared in accordance with GAAP (such consolidation to include all of its Subsidiaries);

(ii) within 45 days after the end of each of its Fiscal Quarters (excluding the fourth quarter) during the term of this Agreement, the interim unaudited consolidated Financial Statements for the Borrower;

(iii) within 45 days after the end of each Fiscal Quarter during the term of this Agreement, quarterly operating reports containing consolidated production and financial results, in detail and scope acceptable to the Lenders (acting reasonably);

(iv) on or before February 21, an annual budget for the Borrower approved by its management and board of directors for the next succeeding Fiscal Year if delivered prior to the end of such Fiscal Year (or for the then current Fiscal Year if delivered after the end of a Fiscal Year), in detail and scope acceptable to the Lenders (acting reasonably) (each an "**Annual Budget**");

(v) prior to March 31 of each year, furnish to the Agent (for distribution to the Lenders) an Independent Engineering Report, dated effective no earlier than December 31 of the immediately preceding year, setting out actual production from Oil and Gas Properties of the Borrower and its Subsidiaries for the twelve (12) months preceding the effective date of such Independent Engineering Report, and the proved developed producing reserves, the proved developed non-producing reserves and the proved undeveloped hydrocarbon reserves, in each case attributable to the Oil and Gas Properties of which the Borrower and the Material Subsidiaries have good title, subject only to Permitted Encumbrances and Permitted Title Defects and a projection of the rate of production and cash flow with respect thereto; and

(vi) such other information from time to time reasonably requested by the Agent or the Majority Lenders.

(b) The Borrower shall:

(i) together with each delivery of the Financial Statements required by Section 9.2(a), furnish to the Agent a Compliance Certificate together with all supporting documentation, including without limitation, all spread sheets used in the preparation of such Compliance Certificate, the Borrower's then current Forecasted Gas Production for the next Fiscal Year, and a full and complete list of all Hedge Agreements that the Borrower and each Material Subsidiary is a party, with a mark to market valuation of each such Hedge Agreement as of the last day of the Fiscal Quarter for which such Financial Statements are delivered;

(ii) together with each delivery of the Financial Statements required by Section 9.2(a)(i) furnish to the Agent an ARO Summary and a copy of the most recent Borrower's Hedging Policy;

(iii) furnish to the Agent a copy of the Borrower's Hedging Policy as soon as reasonably practicable after any changes thereto have been approved by the board of directors of the Borrower; and

(iv) promptly upon transmission thereof, furnish to the Agent (in electronic form (including by posting on public internet websites such as SEDAR.com) or paper form as provided in Section 8 of the CBA Model Provisions) copies of all Financial Statements, proxy statements, notices and reports sent to the Shareholders.

(c) The Borrower shall, and shall cause each Material Subsidiary to:

(i) keep and maintain proper books of account and records accurately and completely covering all material aspects of its business and affairs;

(ii) during normal business hours, permit, on a confidential basis (as provided in Section 12 of the CBA Model Provisions) and on reasonable notice, any representatives of the Agent to:

(A) discuss with its senior management, its business, Property, financial condition and prospects, and

(B) visit and inspect its Property (subject to normal safety precautions of the operator of its Property) and any of its books of account (in whatever form maintained) and to make copies thereof, or extractions therefrom during normal business hours.

9.3 <u>Property</u>

The Borrower shall, and shall cause each Material Subsidiary to:

(a) defend its Properties against any Person claiming or attempting to claim the same, or asserting any interest adverse to its interest therein and keep at an appropriate office accurate and complete records of its Properties; and

(b) where the Borrower or a Material Subsidiary is in material breach of an Applicable Environmental Law and that the result of such breach would reasonably be expected to have a Material Adverse Effect, permit or, if it is not the operator, seek the permission of the operator, for properly qualified representatives of the Borrower or Material Subsidiary or the Agent (at the option of the Agent) to conduct tests, inspections and appraisals of or on the subject Property, including environmental audits and soil tests, and to remove soil and other samples from the subject Property from time to time to determine whether there is such a breach; provided that the results of any such tests shall also be delivered to the Borrower or Material Subsidiary, and the Borrower shall be responsible for the costs thereof, and further provided that, notwithstanding the foregoing, such audits and soil tests may be conducted by the Borrower or such Material Subsidiary, if conducted in a manner and with consultants satisfactory to the Agent, acting reasonably.

9.4 <u>No Cash Hoarding</u>

The Borrower will not, and will not permit any Material Subsidiary to, use the proceeds of any Advance to accumulate or maintain cash or cash equivalents in one or more depository or investment accounts maintained by or on behalf of the Borrower or its Subsidiaries (or otherwise to accumulate or maintain the same in some other manner) if, after giving effect to such Advance, the aggregate amount of such cash and cash equivalents of the Borrower and its Subsidiaries would be greater than the 1.5% of Consolidated Tangible Assets (such amount is hereinafter referred to as "**Excess Cash**") and for certainty, the Lenders may refuse to make any requested Advance which the Lenders, acting reasonably, determine would result in a contravention of this Section 9.4.

9.5 ARO Directive and Reporting

The Borrower shall provide to the Agent (for circulation to the Lenders), prompt written notice of:

(a) any ARO Directives received by it or any of its Material Subsidiaries, where the amount that is reasonably expected to be required to be paid by the Borrower or any of its Material Subsidiaries to comply with all ARO Directives is in the aggregate in excess of the ARO Threshold, together with reasonable details of each such ARO Directive; and

(b) any letter of credit, cash deposit or other security issued to an ARO Regulator for ARO Liabilities if the LMR of the Borrower is less than 2.00 in any Material Jurisdiction.

9.6 LMR Maintenance

The Borrower shall at all times maintain an LMR (without any adjustments made for cash deposits or letters of credit deposited with the applicable ARO Regulator) of greater than 1.25 in each Material Jurisdiction.

9.7 Negative Corporate Covenants

The Borrower shall not, and shall not permit any Material Subsidiary to:

(a) merge, amalgamate or consolidate with any other Person or Persons other than with the Borrower or a Material Subsidiary, or enter into any reorganization or other transaction intended to effect a consolidation, amalgamation or merger, or become a party to any transaction whereby directly or indirectly all or any substantial part of its Property would become the property of any other Person other than the Borrower or a Material Subsidiary, whether by way of reorganization, dissolution, winding-up, liquidation, administration, amalgamation, arrangement, transfer, lease or otherwise; or

(b) change in any material respect the nature of its business or operations, or engage directly or indirectly in any material business activity or purchase or otherwise acquire any material Property, in either case not reasonably related to or required for the conduct of its business as currently conducted.

9.8 Restrictions on Additional Indebtedness, Security Interests, Material Subsidiaries and Acquisitions

The Borrower shall not, and shall not permit any Material Subsidiary to:

(a) create, assume, suffer to exist or otherwise have outstanding any Security Interest on any Property except for Permitted Encumbrances;

(b) enter into any contract with any Affiliate or purchase or otherwise acquire any Property of any Subsidiary or Affiliate of the Borrower (other than with the Borrower or a Material Subsidiary), unless the contract, purchase or acquisition is on terms and conditions not more onerous to the Borrower or such Material Subsidiary than if such contract, purchase or acquisition was completed at fair market value with an arm’s length third party;

(c) sell, with or without recourse or discount any of its notes or accounts receivable, except notes or accounts receivable the collection of which is doubtful in accordance with GAAP;

(d) purchase or otherwise acquire any Property in any Fiscal Year unless the LMR of the Borrower, both before and after such purchase or acquisition, is greater than 1.25 in each Material Jurisdiction;

(e) at any time, permit all of its Subsidiaries which are not Material Subsidiaries to have total revenue which in the aggregate constitutes more than 5% of the consolidated total revenue of the Borrower for then preceding twelve (12) month period; and

(f) at any time, permit the Consolidated Total Assets of all of its Subsidiaries that are not Material Subsidiaries, to exceed 5% of the Consolidated Total Assets of the Borrower.

9.9 Restrictions on Distributions

(a) The Borrower shall not, and shall not permit any Material Subsidiary to, make any Distributions to any Shareholders or Affiliates of the Borrower or any Material Subsidiary, other than Permitted Distributions.

(b) The Borrower will not, and will not permit any Material Subsidiary to, declare or make any payment in respect of any interest, fees, principal or other amounts owing under or in respect of any Convertible Debt if a Default is continuing that relates to the payment of principal, interest, fees or other amounts owing hereunder or if an Event of Default has occurred that is continuing or if a Default or Event of Default would occur as a result of the declaration, payment or making of such payment.

9.10 Restrictions on Property Dispositions

(a) The Borrower shall not, and shall not permit any Material Subsidiary to, effect a proposed sale, transfer, assignment, abandonment, surrender, exchange, lease, sublease, conveyance or other disposition of any Properties (which for the purposes of this Section 9.10 includes any direct sale, transfer, assignment, farmout, conveyance or other disposition of Properties by the sale of any Shares in a Subsidiary) (a "**Disposition**") where the aggregate sale proceeds or transaction value of all such Dispositions exceeds $100,000,000 in any Fiscal Year without the prior written consent of the Majority Lenders. For the purposes of this Section 9.10, the following shall not be considered to be Dispositions:

(i) sales of Petroleum Substances produced from the Oil and Gas Properties in the ordinary course of business;

(ii) abandonments and surrenders of Properties in accordance with sound oil and gas industry practices;

(iii) poolings, unitizations and farmouts entered into in the ordinary course of business with arm's length third parties on commercial terms, in accordance with standard industry practices; and

(iv) dispositions by a Material Subsidiary to the Borrower or to another Material Subsidiary or by the Borrower to a Material Subsidiary.

(b) The aggregate fair market value of all Dispositions made in the current Fiscal Year shall be certified by the Borrower in each Compliance Certificate.

9.11 Covenants Regarding Insurance

The Borrower shall, and shall cause each Material Subsidiary to: (i) maintain, with reputable insurers third party public liability and property damage insurance covering all of its operations (with limits of coverage usually carried by companies owning or operating the same or a similar type and size of business in each jurisdiction in which such Property is operated) and (ii) keep its Property that is of an insurable nature and of a character usually insured by companies owning or operating the same or similar property in such jurisdiction in which such property is located, insured with financially sound and reputable insurers against loss or damage by fire and other causes customarily insured against by similar companies owning or operating the same or similar property in each jurisdiction in which such Property is located and within customary limits of coverage and with customary deductibles. The Collateral Agent shall be named as first loss payee and an additional insured under each such insurance policy.

9.12 Hedge Agreements

The Borrower shall not and shall not permit any Material Subsidiary to enter into or otherwise become a party to or obligated under any Hedge Agreement or other similar agreement ordinarily used for the purpose of hedging currency risk, commodity price risk or interest rate risk, unless such Hedge Agreements or other agreements: (i) are entered into by the Borrower or a Material Subsidiary in the ordinary course of business (which in the case of Commodity Hedge Agreements, includes, without limitation, those made for prospective acquisitions); (ii) comply with the then applicable Hedging Policy; (iii) are not entered into for speculative purposes, and (iv) are Permitted Hedges.

9.13 Financial Covenants

The Borrower shall ensure that:

(a) the Total Debt to EBITDA Ratio as at the end of each Fiscal Quarter shall not exceed 4.0:1:0;

(b) the Senior Debt to EBITDA Ratio as at the end of each Fiscal Quarter shall not exceed 3.5:1:0; and

(c) the Interest Coverage Ratio as at the end of each Fiscal Quarter shall not be less than 3.0:1.0.

9.14 Priority of Obligations

The Borrower shall, and shall cause each Material Subsidiary to, ensure that the Obligations at all times rank at least *pari passu*, without preference or priority, with all other Secured Obligations of the Borrower and the Material Subsidiaries, as applicable (subject only to Permitted Encumbrances which under Applicable Laws rank in priority thereto).

9.15 Matching Guarantees and Security Interests

If at any time the Borrower or any Subsidiary provides any Guarantee or any Security Interest, or any additional Guarantee or Security Interest, as applicable, to or for the benefit of the holders of any of the Notes, then the Borrower shall, and shall cause its Subsidiaries that have provided such Guarantee or Security Interest to, concurrently grant to or for the benefit of the Agent, the Lenders and the Lender Hedge Providers, in form and substance satisfactory to the Majority Lenders, acting reasonably (i) a similar Guarantee and/or (ii) similar Security Interest ranking at least *pari passu* with such Security Interest provided to or for the benefit of the holders of the Notes, over the same Property of the Borrower and such Subsidiary as that encumbered in respect of such Debt, such Security Interest to be the subject to the Intercreditor Agreement.

9.16 Most Favoured Lender

The Borrower shall not enter into, assume or otherwise become bound or obligated under any Other Indebtedness Agreement containing one or more Additional Covenants or Additional Defaults, without the prior written consent of the Majority Lenders; provided that if the Borrower enters into, assumes or otherwise becomes bound by or obligated under any such Additional Covenants or Additional Defaults without the prior written consent of the Majority Lenders, the terms of this Agreement shall, without any further action on the part of the Borrower, the Agent or the Lenders, be deemed to be amended to include each such Additional Covenant and Additional Default. The Borrower shall promptly execute and deliver, at its expense (including the fees and expenses of counsel for the Agent and the Lenders), an amendment to this Agreement in form and substance satisfactory to the Majority Lenders confirming such amendment of this Agreement to include such Additional Covenants and Additional Defaults, provided for certainty that the execution and delivery of such amendment shall not be a precondition to the effectiveness of such amendment as provided for in this Section 9.16.

9.17 Note Covenants

The Borrower shall not:

(a) make any payment of principal under, or otherwise purchase or acquire (including by, through or under any Subsidiary), any of the Notes prior to their respective maturity dates, unless such Notes are repaid with proceeds of a refinancing in accordance with Section 9.17(c); provided for greater certainty the Borrower may make payments of principal under, or otherwise purchase or acquire (including by, through or under any Subsidiary) the Notes upon their maturity during the Term (including with proceeds of a Revolving Facility), if such payment, purchase or acquisition does not constitute a prepayment, and provided that before and after such payment, purchase or acquisition, no Default or Event of Default shall exist or result from such payment, purchase or acquisition;

(b) amend, modify, vary, restate or replace any Note Agreement if any such amendments could either individually or in the aggregate, in the opinion of the Majority Lenders, acting reasonably, be expected to adversely affect the rights or interests of the Lenders, the Agent or Lender Hedge Providers in any material respect. Notwithstanding, and without limiting the generality of, the foregoing, the Borrower shall not in any event, without the prior written consent of the Majority Lenders, amend, vary, modify, restate or replace any provision of the Note Documents relating to:

(i) increase the principal amount of the Notes;

(ii) increase interest rates, redemption premiums or fees payable in respect of the Notes**;**

(iii) principal payment dates, or dates for any redemption of, or offer to purchase, any Notes (except to the extent any such amendment, variation, modification, restatement or replacement extends such principal payment, redemption or offer to purchase dates); or

(iv) events of default under the Notes;

provided that (A) a copy of all proposed amendments and waivers with respect to any Note Agreement shall be provided to the Agent in a reasonable time (and in any event not less than 20 days) prior to any such amendment or waiver to allow the Majority Lenders to review and assess same, other than amendments that are solely of an administrative nature and (ii) the Borrower may amend or amend and restate the Note Agreement with respect to the 3.70% Notes to refinance such 3.70% Notes, provided that the principal amount of the 3.70% Notes does not exceed Cdn.$160,000,000, the interest rate does not exceed 6.46% and the maturity date thereof is at least 7 years from the date of the amendment to the Note Agreement or the amended and restated Note Agreement, as applicable; or

(c) incur any indebtedness to refinance any Note unless such indebtedness has an initial final maturity or due date in respect of repayment of principal extending beyond the latest Maturity Date in effect at the time of such refinancing by not less than 60 days.

9.18 <u>Financial Assistance and Guarantee</u>

Except as set forth in the provisions below, the Borrower will not and will not permit any Material Subsidiary to:

(a) provide any Guarantee of the obligations of any Person or provide loans or other financial assistance to any Person in each case other than where that Person is the Borrower or a Material Subsidiary, or

(b) make any contributions of capital or any other forms of equity investment in any Person that is not the Borrower or a Material Subsidiary (other than non-material investments made in entities engaged in similar businesses as the Borrower as of the closing date and which are within the scope of the normal course of business of the Borrower and the Material Subsidiaries);

provided that the foregoing will be permitted if (x) such financial assistance or capital contributions are funded solely from the proceeds of equity issued by the Borrower, or (y) no Default or Event of Default has occurred and is continuing at such time and the amount of all such Guarantees, loans, financial assistance, capital contributions and investments (with the amount of any such capital contribution or investment being determined at the lower of cost and fair market value) does not at any time exceed in the aggregate, the amount of Cdn. $10,000,000 or such higher amounts as may be agreed to by the Majority Lenders.

9.19 Duration of Covenants

The covenants contained in Sections 9.1 to 9.18 shall cease to be applicable when there are no Obligations outstanding hereunder or under the Credit Documents and the Lenders have no further obligation to make the Credit available to the Borrower.

ARTICLE 10 EVENTS OF DEFAULT

10.1 Events of Default

Each of the following events or circumstances shall be an "**Event of Default**":

(a) if the Borrower shall fail to: (i) pay any principal owing hereunder on the date upon which the same is due and payable; or (ii) pay any interest or fees due hereunder within three (3) days from the date upon which the same becomes due and payable; or (iii) pay any other amount due hereunder within thirty (30) days from the date upon which the same becomes due and payable;

(b) if the Borrower or any Material Subsidiary shall commit any breach of or omit to observe any of its covenants, obligations or undertakings under the Credit Documents (other than a breach of the Service Agreements and other than any breach or omission specifically dealt with in another section of this Section 10.1) to which it is a party, and the same shall continue unremedied for more than thirty (30) days after the earlier of (i) a senior officer of the Borrower or such Material Subsidiary having actual knowledge of the breach or omission or (ii) the Borrower or such Material Subsidiary receiving written notice from the Agent of such breach or omission;

(c) if any representation or warranty made by the Borrower or any Material Subsidiary in any of the Credit Documents (other than the Service Agreements) to which it is a party is, or shall prove to be, incorrect or misleading when made or deemed to be made, and the same shall continue unremedied for more than thirty (30) days after the earlier of (i) a senior officer of the Borrower or such Material Subsidiary having actual knowledge of the matter or (ii) the Borrower or such Material Subsidiary receives written notice from the Agent of such matter;

(d) if (i) the Borrower or any Material Subsidiary breaches or defaults under any term or provision of any agreement (excluding any Credit Document or Permitted Hedge) securing or evidencing consolidated Debt in the aggregate in excess of $50,000,000 (or the U.S. Dollar Equivalent thereof) and such breach or default is not remedied within the cure period (if any) allowed in the relevant agreement, (ii) the Borrower or any Material Subsidiary fails to pay any principal amount owing under any such agreement securing or evidencing consolidated Debt in the aggregate in excess of $50,000,000 (or the U.S. Dollar Equivalent) when such principal is due, or (iii) any Person shall demand repayment of any consolidated Debt (after any applicable standstill period) of the Borrower or a Material Subsidiary in excess of $50,000,000 (or the U.S. Dollar Equivalent) which is repayable on demand and is owing to it by the Borrower or any Material Subsidiary and such consolidated Debt is not paid within the time required by law;

(e) if the Borrower or any Material Subsidiary shall:

(i) become insolvent, or generally not pay its debts or meet its liabilities as the same become due, or suspend the conduct of its business, or admit in writing its inability to pay its debts generally, or declare any general moratorium on payment of its indebtedness or interest thereon, or propose a compromise or arrangement between it and any of its creditors;

(ii) make an assignment of its Property for the general benefit of its creditors whether or not under the *Bankruptcy and Insolvency Act* (Canada), or make a proposal (or file a notice of its intention to do so) whether or not under such Act;

(iii) institute any proceeding seeking to adjudicate it an insolvent, or seeking liquidation, dissolution, winding-up, reorganization (other than as permitted under Section 9.7(a)), administration, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts under any other statute, rule or regulation relating to bankruptcy, winding-up, insolvency, reorganization, administration, plans of arrangement, relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), *the Companies' Creditors Arrangement Act* (Canada), *the Winding-Up and Restructuring Act* (Canada) and any applicable *Business Corporations Act* or *Companies Act*);

(iv) apply for the appointment of, or the taking of possession by, a receiver, interim receiver, administrative receiver, receiver/manager, custodian, administrator, trustee, liquidator or other similar official for it or any material part of its Property; or

(v) take any overt action to approve, consent to or authorize any of the actions described in this Section 10.1(e) or in Section 10.1(f) below;

(f) if any petition shall be filed, application made or other proceeding instituted against or in respect of the Borrower or any Material Subsidiary:

(i) seeking to adjudicate it an insolvent, or a declaration that an act of bankruptcy has occurred;

(ii) seeking a receiving order against it including under the *Bankruptcy and Insolvency Act* (Canada);

(iii) seeking liquidation, dissolution, winding-up, reorganization (other than as permitted under Section 9.7(a)), administration, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts under any statute, rule or regulation relating to bankruptcy, winding-up, insolvency, reorganization, administration, plans of arrangement, relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) and any applicable *Business Corporations Act* or *Companies Act*); or

(iv) seeking the entry of an order for relief or the appointment of a receiver, interim receiver, administrative receiver, receiver/manager, custodian, administrator, trustee, liquidator or other similar official for it or any material part of its Property, and such petition, application or proceeding shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days after the institution thereof, provided that, if an order, decree or judgment which is not stayed has been granted (whether or not entered or subject to appeal) against the Borrower or such Material Subsidiary, as applicable, thereunder in the interim, such grace period shall cease to apply;

(g) if any receiver, receiver manager or similar officer is appointed over the Borrower or any Material Subsidiary, or over all or substantially all of the Property and assets of the Borrower or such Material Subsidiary and such receiver, receiver manager or similar official is not removed or discharged within fifteen (15) days of such appointment; provided however, such grace period shall cease to apply if the Borrower or such Material Subsidiary consents to such appointment, fails to diligently object and contest the appointment with appropriate proceedings, or if such receiver, receiver manager or similar official is not effectively stayed from realizing on the Property of the Borrower or such Material Subsidiary;

(h) if Property of the Borrower or any Material Subsidiary having a fair market value in excess of $50,000,000 (or the U.S. Dollar Equivalent thereof) shall be seized (including by way of execution, attachment, garnishment or distraint) or any Security Interest thereon shall be enforced, or such Property shall become subject to any charging order or equitable execution of a court, or any writ of enforcement, writ of execution or distress warrant with respect to obligations in excess of $50,000,000 (or the U.S. Dollar Equivalent thereof) shall exist in respect of the Borrower, any Material Subsidiary or such Property, or any sheriff, civil enforcement agent or other Person shall become lawfully entitled to seize or distrain upon any such Property under the *Civil Enforcement Act* (Alberta), the *Workers' Compensation Act* (Alberta), the *Personal Property Security Act* (Alberta) or any other Applicable Laws whereunder similar remedies are provided;

(i) if one or more judgments for the payment of money in the aggregate in excess of $50,000,000 (or the U.S. Dollar Equivalent thereof), and not substantially covered by insurance, shall be rendered by a court of competent jurisdiction against the Borrower or any Material Subsidiary and such party shall not have provided for its discharge in accordance with its terms or arranged for the stay of such judgment or judgments pending appeal, within thirty (30) days from the date of entry thereof;

(j) if any material provision of any Credit Document shall at any time cease to be in full force and effect, be declared to be void or voidable or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by the Borrower or any Material Subsidiary;

(k) if the Borrower shall commit a breach of or fail to observe any of its covenants as provided for in any of Sections 9.7(a), 9.8(a), 9.8(c), 9.8(d), 9.9, 9.10, 9.13**,** 9.17, or 13.23;

(l) if any event occurs with respect to the Borrower or any Material Subsidiary which under the laws of any jurisdiction is analogous to any of the events described in Section 10.1(e), (f) or (g), provided that the applicable grace period, if any, which shall apply shall be the one applicable to the relevant proceeding which most closely corresponds to the proceeding described in Section 10.1(e), (f) or (g);

(m) if there occurs a Change of Control in respect of the Borrower;

(n) if the Borrower shall commit a breach of or fail to observe its covenant as provided for in Section 9.6, which breach or failure continues for a period of 90 days or more after the earlier of (i) a senior officer of the Borrower or such Material Subsidiary having actual knowledge of the breach or failure, or (ii) the Borrower or such Material Subsidiary receiving written notice from the Agent of such breach or failure;

(o) if the Borrower or any of its Material Subsidiaries breaches or defaults on its obligations under any one or more ARO Directive and the aggregate cost, expenditure or other obligation of the Borrower or any of its Material Subsidiaries under such ARO Directive(s) exceeds the ARO Threshold and such ARO Directive(s) is/are not complied with by the Borrower or any of its Material Subsidiaries (as applicable) within the specified timelines (provided that such ARO Directive is stayed pending an appeal) which specified timelines shall include appeal periods in respect thereof; and

(p) if the report of the auditor of the Borrower with respect to the audited Financial Statements of the Borrower is subject to any "going concern" or equivalent qualification that is not acceptable to the Majority Lenders, acting reasonably, and if unacceptable, such qualification is not rectified or otherwise dealt with to the satisfaction of the Majority Lenders within a period of twenty (20) Business Days after the delivery of such Financial Statements.

10.2 Acceleration and Termination of Rights

If any Event of Default occurs and is continuing, no Lender shall be under any further obligation to make Advances and the Majority Lenders may instruct the Agent to give notice (an "**Acceleration Notice**") to the Borrower (i) declaring the Lenders' obligations to make Advances to be terminated, whereupon the same shall forthwith terminate, and/or (ii) declaring the Obligations under this Agreement to be forthwith due and payable, whereupon they shall become and be forthwith due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower, provided that, if any Event of Default described in Sections 10.1(e), (f), (g) or (l) shall occur, the Commitments (if not theretofore terminated) shall automatically terminate and the Outstanding Principal and all other Obligations shall automatically be and become immediately due and payable.

10.3 Payment of Bankers' Acceptances and Letters of Credit

Immediately upon the giving of an Acceleration Notice by the Agent or the other acceleration of the outstanding Obligations pursuant to Section 10.2, the Borrower shall, without necessity of further act or evidence, be and become thereby unconditionally obligated to deposit forthwith with the Agent for the Lenders' benefit and/or with the Working Capital Lender, Collateral equal to the full principal amount at maturity of all Bankers' Acceptances, Notional Bankers' Acceptances and the Face Amount of all Letters of Credit for the Borrower's account, and the Borrower hereby unconditionally promises and agrees to deposit with the Agent immediately upon such demand Collateral in the amount so demanded. The Borrower authorizes the Lenders, or any of them, to debit its account with the amount required to pay such Bankers' Acceptances and Notional Bankers' Acceptances, notwithstanding that any such Bankers' Acceptances and Notional Bankers' Acceptances may be held by the Lenders, or any of them, in their own right at maturity and the amount required to pay any drawings under Letters of Credit. Amounts paid to the Agent or to the Working Capital Lender pursuant to such a demand in respect of Bankers' Acceptances or Notional Bankers' Acceptances shall be considered to be a prepayment by the Borrower in respect of such obligations (without any deduction of fees or discounts in respect thereof) and be applied against, and shall reduce, pro rata among the BA Lenders and Non BA Lenders, in the case of Bankers' Acceptances and Notional Bankers' Acceptances (to the extent of the amounts paid to the Agent in respect of Bankers' Acceptances or Notional Bankers' Acceptances, as the case may be), the obligation of the Borrower to pay amounts then or thereafter payable under such Bankers' Acceptances, Notional Bankers' Acceptances or Letters of Credit accepted or issued hereunder at the times amounts become payable under or in respect thereof, as the case may be.

10.4 Remedies

Upon the giving of an Acceleration Notice or the other acceleration of the outstanding Obligations contemplated by Section 10.2, the Majority Lenders may instruct the Agent to take such action or proceedings on behalf of the Majority Lenders as the Lenders in their sole discretion deem expedient to enforce the rights and remedies available to the Agent and the Lenders under or in respect of the Credit Documents, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Borrower.

10.5 Waivers

No failure of the Agent or the Lenders to exercise, or delay by the Agent or the Lenders in exercising, any of its rights or remedies shall be construed as a waiver of any Default or Event of Default.

10.6 No Obligation to Enforce

Neither the Lenders nor the Agent shall be under any obligation to the Borrower or any other Person to enforce any rights or remedies available to the Lenders or the Agent under any of the Credit Documents from time to time or any part thereof. The Lenders shall not be responsible or liable to the Borrower or any other Person for any loss or damage upon the enforcement of any rights or remedies available to the Lenders under any of the Credit Documents from time to time, the failure to realize or enforce such rights and remedies or for any act or omission on their respective parts or on the part of any director, officer, agent, servant or adviser in connection with any of the foregoing, except that a Lender may be responsible or liable for any loss or damage arising from the wilful misconduct or gross negligence of that Lender.

10.7 Perform Obligations

If an Event of Default has occurred and is continuing and if the Borrower or a Material Subsidiary has failed to perform any of its covenants or agreements in the Credit Documents, the Lenders may in their sole discretion, but shall be under no obligation to, instruct the Agent on behalf of the Lenders to perform any such covenants or agreements in any manner deemed fit by the Lenders without thereby waiving any rights to enforce the Credit Documents. All reasonable expenses (including any reasonable legal costs) paid by the Agent and/or the Lenders in respect of the foregoing shall be repaid by the Borrower on demand and shall bear interest at the rate and in the manner set forth in this Agreement for overdue amounts from the date such expenses were incurred up to and including the date same are repaid in full to the Agent and/or the Lenders or, at the option of the Lenders, such expenses may be added to the Obligations outstanding hereunder.

10.8 Remedies Cumulative

The rights and remedies of the Agent and the Lenders (or any of them) under the Credit Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by the Agent and the Lenders (or any of them) of any right or remedy for a default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of or to alter, affect, or prejudice any other right or remedy or other rights or remedies to which the Agent or the Lenders (or any of them) may be lawfully entitled for the same default or breach. Any waiver by the Agent or the Lenders (or any of them) of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained, and any indulgence granted by the Agent or the Lenders (or any of them) shall be deemed not to be a waiver of any subsequent default.

10.9 Set-Off or Compensation

In addition to and not in limitation of any rights now or hereafter granted under Applicable Laws, upon the occurrence and during the continuance of an Event of Default, the Lenders, or any of them or their respective Affiliates, may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived, set-off, combine accounts and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, and any other indebtedness at any time owing by the Lenders, or any of them, to or for the credit of or the account of the Borrower or any Material Subsidiary, against and on account of the Obligations owing by the Borrower and such Material Subsidiary to the Lenders and their respective Affiliates, notwithstanding that any of them are contingent or unmatured.

ARTICLE 11
THE AGENT AND THE LENDERS

11.1 Payments by the Borrower and Material Subsidiaries

All payments made by or on behalf of the Borrower or any Material Subsidiary pursuant to this Agreement or the other Credit Documents (including amounts received (net of all relevant costs and expenses of the Agent) by the Agent as a result of the exercise of any right of set-off, combination or consolidation of accounts, or by counterclaim or cross-action) shall be made to and received by the Agent on behalf of the Lenders (except that amounts received in respect of any Advance under the Working Capital Facility shall be paid only to the Working Capital Lender) and shall be distributed by the Agent to the Lenders as soon as possible upon receipt by the Agent. Subject to the provisions of Section 11.2, the Agent shall distribute in the following order of priority:

(a) unpaid fees, costs and expenses of the Agent;

(b) payments of interest and fees:

(i) in accordance with each Lender’s Proportionate Share of the applicable Facility, or

(ii) after a declaration is made by the Agent or the outstanding Obligations are otherwise accelerated pursuant to Section 10.2, in accordance with each Lender’s Proportionate Share of the Obligations until such interest and fees are paid in full. For the purpose of this Section 11.1(b), “Lenders” shall include Lender Hedge Providers holding Obligations under Permitted Hedges;

(c) repayments of the Outstanding Principal:

(i) in accordance with each Lender’s Proportionate Share of the applicable Facility, or

(ii) after a declaration is made by the Agent or the outstanding Obligations are otherwise accelerated pursuant to Section 10.2, in accordance with each Lender’s Proportionate

Share of the aggregate of the Obligations until such Outstanding Principal is paid in full. For the purpose of this Section 11.1(c), "Lenders" shall include Lender Hedge Providers holding Obligations under Permitted Hedges and Lenders holding Obligations under the Service Agreements; and

(d) all other payments received by the Agent under this Agreement, in accordance with what would otherwise be each Lender's Proportionate Share of the Obligations. For the purpose of this Section 11.1(d), "Lenders" shall include Lender Hedge Providers holding Obligations under Permitted Hedges.

Notwithstanding the foregoing, any such distribution that would otherwise be made pursuant to Section 11.1(c) on account of any outstanding Bankers' Acceptances and Notional Bankers' Acceptances shall be set aside in a separate collateral account for the primary benefit of the Lenders who have issued such Bankers' Acceptances and Notional Bankers' Acceptances (and for the secondary benefit of the Lenders in respect of other Obligations owing by the Borrower to the Lenders) until and to the extent that such Obligations become matured and not contingent, at which time such distributions shall be made to the Lenders for whose primary benefit such amounts are held.

11.2 Payments by Agent

(a) The following provisions shall apply to all payments made by the Agent to the Lenders hereunder:

(i) the Agent shall be under no obligation to make any payment (whether in respect of principal, interest, fees or otherwise) to any Lender until an amount in respect of such payment has been received by the Agent from the Borrower;

(ii) if the Agent receives payments in respect of principal, interest, fees or other amounts owing by the Borrower under the Facilities (or any of them) which are due, and if the amounts received are insufficient to satisfy all payments required under the applicable Facilities on such day, the Agent shall distribute such amounts received among the applicable Lenders under the applicable Facility in each such Lender's Proportionate Share of such Facility;

(iii) if any Lender has advanced more or less than its Proportionate Share of its Commitment under a Facility, such Lender's entitlement to such payment shall be increased or reduced, as the case may be, in proportion to the amount actually advanced by such Lender;

(iv) if a Lender's Proportionate Share of an Advance under a Facility has been advanced for less than the full period to which any payment by the Borrower relates, such Lender's entitlement to receive a portion of any payment of interest or fees shall be reduced in proportion to the length of time such Lender's Proportionate Share of such Facility has actually been outstanding (unless such Lender has paid all interest required to have been paid by it to the Agent pursuant to the CBA Model Provisions);

(v) the Agent acting reasonably and in good faith shall, after consultation with the Lenders in the case of any dispute, determine in all cases the amount of all payments to which each Lender is entitled and such determination shall be deemed to be *prima facie* correct;

(vi) upon request, the Agent shall deliver a statement detailing any of the payments to the Lenders referred to herein;

(vii) all payments by the Agent to a Lender hereunder shall be made to such Lender at its address previously notified to the Agent unless notice to the contrary is received by the Agent from such Lender; and

(viii) if the Agent has received a payment from the Borrower on a Business Day (not later than the time required for the receipt of such payment as set out in this Agreement) and fails to remit such payment to any Lender entitled to receive its Proportionate Share of such payment on such Business Day, the Agent agrees to pay interest on such late payment at a rate determined by the Agent in accordance with prevailing banking industry practice on interbank compensation.

(b) The Borrower hereby irrevocably authorizes the Agent to debit any account maintained by it with the Agent in order to make payments to the Lenders as contemplated herein, if the Borrower has not paid such amount within one (1) Business Day after receipt from the Agent of a written request for such payment.

(c) The Agent may in its discretion from time to time make adjustments in respect of any Lender's share of a Drawdown, Conversion, Rollover or repayment under a Facility in order that the Outstanding Principal due to such Lender under such Facility shall be approximately in accordance with such Lender's Proportionate Share of such Facility.

(d) Without limitation of any other provision in this Agreement, with respect to any payment that the Agent makes for the account of the Lenders or the Working Capital Lender (the "**Credit Parties**", and each, a "**Credit Party**") hereunder as to which the Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "**Rescindable Amount**"): (1) the Borrower has not in fact made such payment; (2) the Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Agent has for any reason otherwise erroneously made such payment; then each of the Credit Parties severally agrees to repay to the Agent forthwith on demand the Rescindable Amount so distributed to such Credit Party, in immediately available funds in the currency so received with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Agent, at the greater of: (a) the Federal Funds Rate for the Rescindable Amount owing in U.S. Dollars and the CDOR Rate for Bankers' Acceptances with 30 day terms for the Rescindable Amount owing in Canadian Dollars, and (b) a rate determined by the Agent in accordance with banking industry rules on interbank compensation. Each Credit Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Agent shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

11.3 Adjustments to Outstanding Advances

Each Lender agrees that, after the Agent (on the instructions of the Majority Lenders) demands payment of the Obligations outstanding under the Credit or the outstanding Obligations are otherwise accelerated pursuant to Section 10.2, it will at any time and from time to time upon the request of the Agent as requested by any Lender, purchase portions of the Advances made available by the other Lenders, which remain outstanding and make any other adjustments which may be necessary or appropriate, in order that the aggregate amount of Advances made by each

Lender under the Facilities will be in the same proportion as the applicable Lender's Proportionate Share of the Total Commitment.

11.4 Decision-Making

(a) Any waiver of or any amendment to a provision of the Credit Documents which relates to:

(i) a change in the Available Credits, decreases in interest rates, Bankers' Acceptance Fees, Letter of Credit Fees, the Applicable Margin (other than the Commitment Fee Rate), shortening notice periods, shortening any Maturity Date, decreasing the amount of any payments payable by the Borrower to the Lenders under this Agreement or any waiver of the time of payment of any amounts payable to the Lenders under this Agreement;

(ii) an increase or decrease in the Commitment of any Lender other than as provided for herein;

(iii) an assignment or transfer by the Borrower of any of its rights and obligations under this Agreement other than as provided for herein;

(iv) a change in the definition of "Majority Lenders", "Material Subsidiary", or any other definition to the extent relevant to any of the other provisions of this Section 11.4(a);

(v) any matter which, pursuant to the Credit Documents, specifically requires the consent or agreement of all of the Lenders;

(vi) the provisions of Sections 5.1, 5.2, 5.3, 5.4, 9.7 or 9.8;

(vii) an Event of Default under Section 10.1(a);

(viii) release of any of the Security (except as specifically permitted by this Agreement), or any change that would adversely affect the priority of the Security; or

(ix) any amendment to this Section 11.4(a),

shall bind the Lenders and if applicable, all of the Lender Hedge Providers, only if such waiver or amendment is agreed to in writing by all of the Lenders. In addition, any waiver of or amendment to any provision of the Credit Documents which relates to: (A) an increase in the Commitment of any Lender shall bind that Lender only if agreed to in writing by such Lender, (B) a Letter of Credit shall bind the applicable Working Capital Lender only if agreed to in writing by such Working Capital Lender, and (C) the Working Capital Facility only if agreed to by the Working Capital Lender.

(b) Except for the matters which require the unanimous consent of the Lenders as set out in Section 11.4(a) above, those that permit the consent of the Agent as set out in 11.4(c) below and a reallocation of the Commitment of the Working Capital Lender under the Working Capital Facility below, any amendment, waiver, action, consent or other determination to be taken or decision to be made by the Lenders pursuant to this Agreement (specifically including for greater certainty the issuance of written notice to the Borrower of the occurrence of a Default or Event of Default, the issuance of a demand for payment of the Obligations, the provision of any waiver in respect of a breach of any covenant, or the issuance of any consent which may be required) shall be effective if approved by the Majority Lenders; and any such amendment, waiver, action, consent or other determination agreed to by the Majority Lenders shall be final and binding upon all the Lenders and the Lender Hedge Providers. Notwithstanding the foregoing:

(i) subject to Section 11.4(a) above, any amendment, extension or waiver which changes or relates only to (A) the Syndicated Facility (including without limitation the Commitment Fees) shall require the consent of the Majority Syndicated Facility Lenders and (B) the Term Facility shall require the consent of the Majority Term Facility Lenders; and

(ii) the Borrower and the Working Capital Lender may agree to reallocate any Commitment that the Working Capital Lender has under the Syndicated Facility to the Working Capital Facility, such that any increase in the Commitment of the Working Capital Lender under the Working Capital Facility (with a corresponding increase in the Letter of Credit Limit) and corresponding decrease of the Commitment of the Working Capital Lender under the Syndicated Facility shall be effective if agreed to by the Borrower and the Working Capital Lender alone.

(c) Subject to Section 11.4(a) and (b) and except as otherwise provided in the Credit Documents, any determination, consent, approval or other action made by the Agent hereunder pursuant to any provision which states that such action shall or may be taken by the Agent, shall be final and binding on all of the Lenders and the Lender Hedge Providers.

(d) Any action to be taken or decision to be made by the Lenders pursuant to this Agreement which is required to be unanimous shall be made at a meeting of the Lenders called by the Agent pursuant to Section 11.6(i) or by a written instrument executed by all of the Lenders. Any action to be taken or decision to be made by the Majority Lenders pursuant to this Agreement which is required to be made by the Lenders shall be made at a meeting of the applicable Lenders called by the Agent pursuant to Section 11.6(i) or by a written instrument executed by the Majority Lenders, the Majority Syndicated Facility Lenders or the Majority Term Facility Lenders, as applicable in accordance with Section 11.4(b). Any such instrument may be executed and delivered by fax or in pdf form and in counterparts.

11.5 <u>Protection of Agent</u>

(a) Unless the Agent has actual knowledge or actual notice to the contrary, it may assume that each Lender’s address as provided to the Agent is correct, unless and until it has received from such Lender a notice designating a different address.

(b) The Agent may engage and pay for the advice or services of any lawyers, accountants or other experts whose advice or services may to it seem necessary, expedient or desirable and rely upon any advice so obtained (and to the extent that such costs are not recovered from the Borrower pursuant to this Agreement, each Lender agrees to reimburse the Agent in such Lender’s Proportionate Share of such costs). The Agent will endeavour to provide prior notice of such action to the Lenders unless it is not practicable to do so, in which case the Agent will provide notice of such action to the Lenders as soon as reasonably possible after the fact.

(c) Unless the Agent has actual knowledge or actual notice to the contrary, it may rely as to matters of fact which might reasonably be expected to be within the knowledge of the Borrower or any Material Subsidiary upon a statement contained in any Credit Document.

(d) Unless the Agent has actual knowledge or actual notice to the contrary, it may rely upon any communication or document believed by it to be genuine.

(e) The Agent may refrain from exercising any right, power or discretion vested in it under this Agreement unless and until instructed by the Majority Lenders as to whether or not such right, power or discretion is to be exercised and, if it is to be exercised, as to the manner in which it should be exercised (provided that such instructions shall be required to be provided by all of the Lenders in respect of any matter for which the unanimous consent of the Lenders is required as set out herein).

(f) The Agent may refrain from exercising any right, power or discretion vested in it which would or might in its opinion in its sole discretion be contrary to any law of any jurisdiction or any directive or otherwise render it liable to any Person, and may do anything which is in its opinion in its sole discretion necessary to comply with any such law or directive.

(g) The Agent may delegate to such other Person, such duties and responsibilities of the Agent hereunder as it shall determine to be appropriate in respect of dealings with or relating to the Borrower or any other Person.

(h) The Agent may refrain from acting in accordance with any instructions of the Majority Lenders to begin any legal action or proceeding arising out of or in connection with this Agreement, until it shall have received such security as it may reasonably require (whether by way of payment in advance or otherwise) against all costs, claims, expenses (including legal fees) and liabilities which it will or may expend or incur in complying with such instructions.

(i) The Agent shall not be bound to disclose to any Person any information relating to the Borrower or any Material Subsidiary if such disclosure would or might in its opinion in its sole discretion constitute a breach of any law or regulation or be otherwise actionable at the suit of any Person.

(j) The Agent shall not accept any responsibility for the accuracy and/or completeness of any information supplied in connection herewith or for the legality, validity, effectiveness, adequacy or enforceability of any Credit Document and shall not be under any liability to any Lender as a result of taking or omitting to take any action in relation to any Credit Document except in the case of the Agent’s negligence or wilful misconduct.

11.6 <u>Duties of Agent</u>

The Agent shall:

(a) provide to each Lender copies (in either electronic or paper form, as provided for in Section 8 of the CBA Model Provisions) of all financial information received from the Borrower or any Material Subsidiary promptly after receipt thereof, and copies or notice of receipt of any Drawdown Notices, Conversion Notices, Rollover Notices, Repayment Notices and other notices received by the Agent from the Borrower upon request by any Lender;

(b) promptly advise each applicable Lender of Advances required to be made by it hereunder and disburse all repayments to the applicable Lenders hereunder in accordance with the terms of this Agreement;

(c) promptly notify each Lender of the occurrence of any Default or Event of Default of which the Agent has actual knowledge or actual notice;

(d) account for any monies received by it in connection with this Agreement and any other agreement delivered in connection herewith or therewith;

(e) each time the Borrower requests the written consent of the Lenders in connection with any matter, use its reasonable efforts to obtain and communicate to the Borrower the response of the applicable Lenders in a reasonably prompt and timely manner having due regard to the nature and circumstances of the request;

(f) give written notice to the Borrower in respect of any other matter in respect of which notice is required in accordance with or pursuant to this Agreement, promptly or promptly after receiving the consent of the applicable Lenders, if required under the terms of this Agreement;

(g) except as otherwise provided in this Agreement, act in accordance with any instructions given to it by the Majority Lenders;

(h) if so instructed by the Majority Lenders, refrain from exercising any right, power or discretion vested in it under this Agreement or any document incidental thereto; and

(i) call a meeting of the Lenders at any time not earlier than five (5) days and not later than thirty (30) days after receipt of a written request for a meeting provided by any Lender.

11.7 Lenders' Obligations Several; No Partnership

The obligations of each Lender under this Agreement are several. The failure of any Lender to carry out its obligations hereunder shall not relieve the other Lenders of any of their respective obligations hereunder. No Lender shall be responsible for the obligations of any other Lender hereunder. Neither the entering into of this Agreement nor the completion of any transactions contemplated herein shall constitute the Lenders a partnership.

11.8 Sharing of Information

The Agent and the Lenders may share among themselves any information they may have from time to time concerning the Borrower and the Material Subsidiaries whether or not such information is confidential; but shall have no obligation to do so (except for any obligations of the Agent to provide information to the extent required in this Agreement).

11.9 Acknowledgement by Borrower

The Borrower hereby acknowledges notice of the provisions of this Article 11 and agrees to be bound hereby to the extent of its obligations hereunder, and further agrees not to make any payments, take any action or omit to take any action which would result in the non-compliance by the Agent or any Lender with its obligations hereunder.

11.10 Amendments to Article 11

Except in respect of Section 11.1 and as otherwise specifically provided herein, the Agent and the Lenders may amend any provision in this Article 11 without prior notice to or the consent of the Borrower, and the Agent shall provide a copy of any such amendment to the Borrower reasonably promptly thereafter; provided however if any such amendment would materially adversely affect any rights, entitlements, obligations or liabilities of the Borrower, such amendment shall not be effective until the Borrower has provided its written consent thereto, such consent not to be unreasonably withheld or arbitrarily delayed.

11.11 Deliveries

As between the Borrower on the one hand and the Agent and the Lenders on the other hand:

(a) all statements, certificates, consents and other documents which the Agent purports to deliver to the Borrower on behalf of the Lenders shall be binding on each of the Lenders, and the Borrower shall not be required to ascertain or confirm the authority of the Agent in delivering such documents;

(b) all certificates, statements, notices and other documents which are delivered by the Borrower to the Agent in accordance with this Agreement shall be deemed to have been duly delivered to each of the Lenders; and

(c) all payments which are delivered by the Borrower to the Agent in accordance with this Agreement shall be deemed to have been duly delivered to each of the Lenders.

11.12 Agency Fee

During the term of this Agreement, the Borrower hereby agrees to pay to the Agent an annual agency fee in such amount as may be agreed in writing from time to time between the Borrower and the Agent, payable in advance annually on the date agreed to by the Agent and the Borrower.

11.13 Intercreditor Agreement

Each Lender (for and on behalf of itself, such Lender's Affiliate Lender Hedge Provider and their successors and assigns) hereby:

(a) agrees to comply with its obligations as a "Secured Party" under and as defined in the Intercreditor Agreement; and

(b) agrees that the Intercreditor Agreement is binding on such Lender and its Affiliate Lender Hedge Providers.

ARTICLE 12
CBA MODEL PROVISIONS

12.1 CBA Model Provisions Incorporated by Reference

The CBA Model Provisions form part of this Agreement and are incorporated herein by reference, subject to the following variations:

(a) Each term set out below which is defined in Section 1 of the CBA Model Provisions and/or used as a defined term in the CBA Model Provisions shall be deemed to have been replaced as set out below; and for greater certainty, such replacement term shall have the meaning ascribed thereto in Section 1.1 of this Agreement:

CBA Model Provisions Definition		**Section 1.1 Credit Agreement Definition**
"**Administrative Agent**"	shall be replaced by	"**Agent**"
"**Affiliate**"	shall be replaced by	"**Affiliate**";
"**Agreement**"	shall be replaced by	"**Agreement**";
"**Applicable Law**"	shall be replaced by	"**Applicable Laws**";
"**Applicable Percentage**"	shall be replaced by	"**Proportionate Share**";
"**Base Rate Loans**"	shall be replaced by	"**U.S. Base Rate Advances**";
"**Commitment**"	shall be replaced by	"**Commitment**";
"**Default**"	shall be replaced by	"**Default**"
"**Eligible Assignee**"	shall be replaced by	"**Eligible Assignee**"
"**Governmental Authority**"	shall be replaced by	"**Governmental/Judicial Body**";
"**Hazardous Substances**"	shall be replaced by	"**Hazardous Materials**";
"**Interest Period**"	shall be replaced by	"**SOFR Period**"
"**Issuing Bank**"	shall be replaced by	"**Working Capital Facility Lender**";
"**Lending Office**"	shall be replaced by	"**Agent's Account Branch**";
"**LIBO Rate Loan**"	shall be replaced by	"**SOFR Advance**"
"**Loan**"	shall be replaced by	"**Advance**"
"**Loan Documents**"	shall be replaced by	"**Credit Documents**"
"**Obligors**"	shall be replaced by	"**The Borrower and the Material Subsidiaries**" **(and all necessary changes required by the context shall be deemed to have been made)**;
"**Permitted Lien**"	shall be replaced by	"**Permitted Encumbrances**";
"**Person**"	shall be replaced by	"**Person**"
"**Proportionate Share**"	shall be replaced by	"**Proportionate Share of the Credit**"

CBA Model Provisions Definition		Section 1.1 Credit Agreement Definition
"**Provisions**"	shall be replaced by	"**CBA Model Provisions**"; **and**
"**Required Lenders**"	shall be replaced by	"**Lenders**".

(b) "**Pro rata share**", "**rateably**" and similar terms in the CBA Model Provisions shall mean "**Proportionate Share**" as defined in Section 1.1 of this Agreement, if the context requires.

(c) The reference to Exhibit A in the definition of "Assignment and Assumption" as defined in Section 1.1 of the CBA Model Provisions shall refer to Schedule B to this Agreement.

(d) Paragraphs 4, 5(iii)(y), 8 and 13 of the CBA Model Provisions are hereby deleted and are of no force or effect.

(e) The parties hereto acknowledge and agree that:

(i) Paragraph 7.1 of the CBA Model Provisions is hereby amended by deleting the last sentence and replacing it with the following:

> "The provisions of this Article (other than the provisions of Section 7.7 applicable to the Borrower) are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Bank, and no Obligor shall have rights as a third party beneficiary of any of such provisions.";

(ii) Paragraph 7.7 of the CBA Model Provisions is amended by deleting subparagraph (1) and replacing it with the following:

> "The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Bank and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower prior to a Default such consent not to be unreasonably withheld, to appoint a successor, which shall be a Lender and having an office in Toronto, Ontario or Calgary, Alberta, or an Affiliate of any such Lender with an office in Toronto or Calgary. The Administrative Agent may also be removed at any time by the Required Lenders upon 30 days' notice to the Administrative Agent and the Borrower as long as the Required Lenders, with the consent of the Borrower, prior to a Default, such consent not to be unreasonably withheld, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having an office in Toronto or Calgary or an Affiliate of any such Lender with an office in Toronto or Calgary.";

(iii) Paragraph 9(d) of the CBA Model Provisions is amended by inserting in the eighth line thereof after the words "any damages" the following:

> "(other than damages arising from the gross negligence or wilful misconduct of such Indemnitee)";

(iv) the indemnity contained in Section 9.1(b) of the CBA Model Provisions is in addition to and not in substitution for the indemnities contained elsewhere in this Agreement;

(v) the processing and recording fee payable to the Agent pursuant to Section 10(b)(vi) of the CBA Model Provisions shall be deemed to be [redacted] per each such assignment;

(vi) the Borrower shall not be obligated to gross-up interest payments under the Agreement as a result of any withholding taxes payable by the Borrower to a Lender that is a non-resident or deemed non-resident in Canada for the purposes of the *Income Tax Act* (Canada);

(vii) Section 3.1 of the CBA Model Provisions is hereby deleted; and

(viii) Subsection 3.3 (b) of the CBA Model Provisions is hereby deleted.

(ix) The following paragraph is hereby added as paragraph 3.2(g) to the CBA Model Provisions and forms part of this Agreement:

"(g) FATCA. If a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA or Canadian equivalent legislation, regulations or other guidance if such Lender were to fail to comply with the applicable reporting requirements of FATCA or Canadian equivalent legislation, regulations or other guidance (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable, or the *Income Tax Act* (Canada)), such Lender shall deliver to the Borrower and/or the Agent (as applicable) at the time or times prescribed by applicable laws and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by applicable laws (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA or Canadian equivalent legislation, regulations or other guidance and to determine that such Lender has complied with such Lender's obligations under FATCA or Canadian equivalent legislation, regulations or other guidance (or is exempt from withholding thereunder) or to determine the amount to deduct and withhold from such payment. Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Agent in writing of its legal inability to do so."

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Headings and Table of Contents

The headings of the Articles and Sections and the Table of Contents are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

13.2 Liability Management Rating Changes

If:

(a) as a result of any change in any Applicable Law or any other reason, any applicable ARO Regulator ceases to use an LMR as a means of determining whether a Person is in compliance with such regulator's abandonment and reclamation policies, regulations and directives in any Material Jurisdiction; or

(b) the method of calculation of any such LMR changes in any material respect in any Material Jurisdiction; or

(c) with respect to the covenant set out in Section 9.6, if there is a material change in the assumed netbacks or assumed costs to remediate abandonment and reclamation obligations in a Material Jurisdiction;

then the Borrower and the Agent shall enter into good faith discussions with a view to determining a comparable rating system, calculation or threshold, as applicable, to amend or replace the concept or usage of LMR with a view to determining a comparable rating system or threshold, as applicable, to replace the concept of LMR (the "**Replacement LMR**") as set forth herein that is, at such time, broadly accepted as the prevailing market practice for such regulation in the applicable Material Jurisdiction, with the intent of having the respective positions of the Lenders and the Borrower after such change conform as nearly as possible to their respective positions immediately prior to such change. If the Borrower and the Agent, are unable to agree on a Replacement LMR, the Replacement LMR will be determined by the Majority Lenders, acting reasonably, consistent with the foregoing intention and then prevailing market practice in the syndicated loan market in Canada.

13.3 Accounting Terms

Each accounting term used in this Agreement, unless otherwise defined herein has the meaning assigned to it under GAAP. If there occurs a material change in GAAP, including as a result of a conversion to International Financial Reporting Standards, or if there are any other material amendments to the Borrower's method of financial reporting and such change would cause financial information that is required for the purposes of: (i) calculating the Total Debt to EBITDA Ratio, (ii) calculating the Senior Debt to EBITDA Ratio, (iii) calculating the Applicable Margin Senior Debt to EBITDA Ratio or Applicable Margin Total Debt to EBITDA Ratio, (iv) calculating the Interest Coverage Ratio, or (v) determining compliance with covenants (collectively, the "**Affected Provisions**"), in either case to be materially different than the financial information that would be used with respect to the Affected Provisions without giving effect to such change, the Borrower shall notify the Agent of such change (an "**Accounting Change**"). Notice of an Accounting Change (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the current and immediately prior year's Financial Statements and state whether the Borrower desires to revise the method of determining or calculating the Affected Provisions (including the revision of any of the defined terms used in the determination or calculation of the Affected Provisions) so that the revised amounts and method of calculating the Affected Provisions (after giving effect to the Accounting Change) will approximate the amount that would be determined without giving effect to such Accounting Change. The Accounting Change Notice shall be delivered to the Agent within 45 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 90 days of the end of such period. Promptly after receipt from the Borrower of an Accounting Change Notice, the Agent shall deliver to each Lender a copy of such Accounting Change Notice.

If in an Accounting Change Notice the Borrower does not indicate that it desires to revise the method of determining and calculating the Affected Provisions, the Lenders may within 60 days of their receipt of the Accounting Change Notice, notify the Agent that they wish to revise the method of determining and calculating the Affected Provisions in the manner described above. If the Majority Lenders so notify the Agent, the Agent shall promptly notify the Borrower.

If either the Borrower or the Majority Lenders so indicate that they wish to revise the method of determining and calculating the Affected Provisions, the Borrower, the Agent and the Majority Lenders shall in good faith attempt to agree on a revised method of determining and calculating the Affected Provisions. If, however, within 60 days of the foregoing notice by the Borrower or the Agent of the desire to revise the method of determining and calculating the Affected Provisions, the Borrower, the Agent and the Majority Lenders have not reached agreement in writing on such revised method of determination or calculation, such method of determination and calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change. For greater certainty, if no notice of a desire to revise the method of determining and calculating the Affected Provisions in respect of an Accounting Change is given by either the Borrower or the Majority Lenders within the applicable time period described above, the method of calculating the Affected Provisions shall not be revised in response to such Accounting Change and all amounts to be determined with regards to the Affected Provisions shall be determined after giving effect to such Accounting Change.

13.4 Capitalized Terms

All capitalized terms used in any of the Credit Documents (other than this Agreement) which are defined in this Agreement shall have the meaning defined herein unless otherwise defined in the other document.

13.5 Severability

Any provision of this Agreement which is or becomes prohibited or unenforceable in any relevant jurisdiction shall not invalidate or impair the remaining provisions hereof which shall be deemed severable from such prohibited or unenforceable provision and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Should this Agreement fail to provide for any relevant matter, the validity, legality or enforceability of this Agreement shall not hereby be affected.

13.6 Number and Gender

Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto.

13.7 Amendment, Supplement or Waiver

No amendment, supplement or waiver of any provision of the Credit Documents, nor any consent to any departure by the Borrower or any Material Subsidiary therefrom, shall in any event be effective unless it is in writing, makes express reference to the provision affected thereby and is signed by the Agent for and on behalf of the Lenders as required under Section 11.10, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver or act or omission of the Agent, the Lenders, or any of them, shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or breach by the Borrower or such Material Subsidiary of any provision of the Credit Documents or the rights resulting therefrom.

13.8 Governing Law

Each of the Credit Documents, except for those which expressly provide otherwise, shall be conclusively deemed to be a contract made under, and shall for all purposes be governed by and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in the Province of Alberta. Each party to this Agreement hereby irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom.

13.9 This Agreement to Govern

In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any other Credit Document, the provisions of this Agreement shall govern to the extent necessary to remove the conflict. Provided however, that a conflict or inconsistency shall not be deemed to exist only by reason of one of the Credit Documents providing for a matter and another of the Credit Documents not providing for such matter.

13.10 Permitted Encumbrances

The designation of any encumbrance or Security Interest as a Permitted Encumbrance in this Agreement or in any other of the Credit Documents is not, and shall not be deemed to be, an acknowledgement by the Lenders that the encumbrance or the Security Interest shall have priority over any interest the Lenders may have or acquire in the Property of the Borrower or any Material Subsidiary.

13.11 Currency

All payments made hereunder shall be made in the currency in respect of which the obligation requiring such payment arose. Unless the context otherwise requires, all amounts expressed in this Agreement in terms of money shall refer to Canadian Dollars.

13.12 Liability of Lenders

The liability of the Lenders in respect of all matters relating to this Agreement and the other Credit Documents is several and not joint or joint and several. Without limiting that statement, the obligations of the Lenders to make Advances is limited to their respective Proportionate Shares of any Advance that is requested, and, in the aggregate, to their respective Proportionate Shares of the total amount of the Credits.

13.13 Expenses and SOFR Indemnity

All statements, reports, certificates, opinions, appraisals and other documents or information required to be furnished to the Agent and the Lenders by the Borrower under this Agreement shall be supplied without cost to the Agent and the Lenders. The Borrower shall pay all reasonable costs and expenses of the Agent and the Lenders, and indemnify the Agent and the Lenders, as provided by Section 9 of the CBA Model Provisions. Without limiting the foregoing or any other provision of this Agreement, the Borrower shall indemnify the Agent and each Lender for all losses, costs and expenses (including all breakage costs) incurred by the Agent and the Lenders arising under, out of or in connection with the repayment, prepayment or Conversion (whether by acceleration or otherwise) of a SOFR Advance on a date other than the stated maturity thereof. Such costs and expenses, and indemnities, shall be payable whether or not an Advance is made under this Agreement.

The provisions of this Section 13.13 shall survive the termination of this Agreement and repayment of the Obligations.

13.14 Manner of Payment and Taxes

All payments to be made by the Borrower and the Material Subsidiaries pursuant to the Credit Documents are to be made without set-off, deduction, compensation or counterclaim and free and clear of and without deduction for or on account of any Tax, except for the deduction of such Taxes as required by Applicable Laws. If any such Tax is deducted or withheld from any payments under the Credit Documents, the Borrower and the Material Subsidiaries shall promptly remit to the Agent for the Lenders' benefit, in the currency in which such payment was made, the amounts required to be paid pursuant to Section 3.2 of the Model CBA Provisions.

13.15 Interest on Miscellaneous Amounts

If the Borrower:

(a) fails to pay any amount payable hereunder on the due date, the Borrower shall, on demand, pay interest on such overdue amount (including overdue principal and interest) to the Agent from and including such due date up to but excluding the date of actual payment, both before and after demand, default or judgment, at a rate of interest per annum, compounded monthly, equal to: (i) the sum of the rate applicable to Prime Rate Advances plus [redacted] per annum for overdue amounts in Canadian Dollars, and (ii) the sum of the rate applicable to U.S. Base Rate Advances plus [redacted] per annum for overdue amounts in U.S. Dollars; and

(b) fails to perform any covenants contained herein, and the Agent or the Lender, in their sole discretion, chose to perform such covenant, the Borrower shall pay all amounts incurred by the Agent and the Lenders in connection with such performance of the covenants on demand, and at the rate of interest prescribed in (i) above.

13.16 Currency Indemnity

In the event of a judgment or order being rendered by any court or tribunal for the payment of any amounts owing under this Agreement or any other Credit Document, or for the payment of damages in respect of any breach of this Agreement or any other Credit Document, or under or in respect of a judgment or order of another court or tribunal for the payment of such amounts or damages, such judgment or order being expressed in a currency (the "**Judgment Currency**") other than the currency payable hereunder or thereunder (the "**Agreed Currency**"), each party against whom the judgment or order is made shall indemnify and hold each party in whose favour the judgment or order is made harmless against any deficiency in terms of the Agreed Currency in the amounts received by such party arising or resulting from any variation as between (i) the exchange rate at which the Agreed Currency is converted into the Judgment Currency for the purposes of such judgment or order, and (ii) the Exchange Rate at which such party is able to purchase the Agreed Currency with the amount of the Judgment Currency actually received by such party on the date of such receipt. The indemnity in this Section shall constitute a separate and independent obligation from the other obligations of the parties hereunder and shall apply irrespective of any indulgence granted hereunder.

13.17 Environmental Indemnity

The Borrower hereby agrees to indemnify, defend and hold harmless the Lenders, the Agent and each of them from and against any and all losses, costs, expenses, damages, claims, judgments, suits, awards, fines, sanctions and liabilities whatsoever (including any costs or expenses of preparing any necessary environmental assessment report or other similar reports) (collectively, "**Environmental Claims**") incurred by the Lenders, the Agent and any of them as a result of:

(a) any breach of Applicable Environmental Laws which relates to the Property or operations of the Borrower or any Material Subsidiary;

(b) any Release, presence, use, creation, transportation, storage or disposal of Hazardous Materials which relate to the Property or operations of the Borrower or any Material Subsidiary; or

(c) any claim or order for any clean-up, restoration, detoxification, reclamation, repair or other securing or remedial action which relates to the Property or operations of the Borrower or any Material Subsidiary;

provided, however, that this indemnity shall not apply in respect of any such Environmental Claims which are caused by the gross negligence or wilful misconduct of the Agent or the Lenders or by reason of any act of, or any act or omission taken at the direction of, the Agent or any Lender or any of the officers, directors, employees, agents or assignees thereof. This indemnity shall extend to the officers, directors, employees, agents and assignees of the Lenders, the Agent, and each of them as well as to the Lenders, the Agent and each of them itself, and the Lenders, the Agent and each of them will hold the benefit of this indemnity in trust for such other indemnified persons to the extent necessary to give effect thereto.

13.18 Increased Costs etc.

(a) If, after the date hereof, the introduction of or any change in any Applicable Laws (including without limitation the implementation of the Dodd-Frank Act or Basel III) or in the interpretation or application thereof by any court or by any judicial or Governmental/Judicial Body charged with the interpretation or administration thereof, or if compliance by any Lender with any request or directive from any central bank or other fiscal, monetary or other authority issued after the date hereof (whether or not having the force of law):

(i) subjects the Lenders (or any of them) to, or causes the withdrawal or termination of a previously granted exemption with respect to, any Taxes, or changes the basis of taxation of payments due to the Lenders (or any of them), or increases any existing Taxes on payments of principal, interest or other amounts payable by the Borrower to the Lenders (or any of them) under this Agreement;

(ii) imposes, modifies or deems applicable any reserve, liquidity, special deposit, regulatory or similar requirement against assets or liabilities held by, or deposits in or for the account of, or loans by the Lenders (or any of them), or any acquisition of funds for loans or commitments to fund loans or obligations in respect of undrawn, committed lines of credit or in respect of any Available Credits;

(iii) imposes on the Lenders (or any of them) or requires there to be maintained by the Lenders (or any of them) any capital adequacy or additional capital requirements (including, without limitation, a requirement which affects a Lenders' allocation of capital resources to its obligations) in respect of any Advance or obligation of a Lender hereunder, or any other condition with respect to this Agreement;

(iv) otherwise imposes on the Lenders (or any of them), any other condition or requirement affecting this Agreement or any Advance or any obligation of the Lenders (or any of them) hereunder which directly or indirectly affects the cost to the Lenders (or any of them) of making available, funding or maintaining any Advance or the Obligations owing by the Borrower hereunder;

and the result of (i), (ii), (iii) or (iv) above, in the sole determination of the affected Lender acting in good faith, is:

(v) to increase the cost to such Lender of performing its obligations hereunder with respect to any Advance;

(vi) to reduce any amount received or receivable by such Lender hereunder or its effective return hereunder or on its capital in respect of any Advance;

(vii) to reduce the interest, Commitment Fees or other fees payable to the Lenders hereunder; or

(viii) to cause such Lender to make any payment with respect to or to forego any return on or calculated by reference to, any amount received or receivable by such Lender hereunder with respect to any Advance;

such Lender shall determine such additional cost, reduction in income or payment, without duplication, (the "**Additional Compensation**") and shall promptly notify the Borrower. Such affected Lender shall provide to the Borrower a photocopy of the relevant law, rule, guideline, regulation, treaty, or official directive and a certificate of a duly authorized officer of such Lender setting forth the Additional Compensation and the basis of calculation thereof and for the purposes of calculating such amount such Lender shall treat the Borrower, and the Credit in a manner consistent with comparable borrowers and transactions. The Borrower shall pay to such affected Lender on the next payment date hereunder such Additional Compensation calculated from the effective date of the relevant adoption or change; provided that the affected Lender shall not be entitled to Additional Compensation to the extent that such increase in costs or reduction in amounts received or to be received or reduction in return is reflected in or recovered by an increase in the interest or other amounts payable hereunder other than pursuant to this Section. Such affected Lender shall endeavour to minimize the incidence of any Additional Compensation.

Failure or delay on the part of any Lender to demand Additional Compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such Additional Compensation, except that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the change in Applicable Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefore, unless the change in Applicable Law giving rise to such increased costs or reductions is retroactive, in which case the six month period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If a Lender notifies the Borrower that Additional Compensation is owed to such Lender, the Borrower shall have the right, upon at least two Business Days' irrevocable written notice to such affected Lender:

(i) to (subject to limitations on repayments contained in Section 7.5) repay to such Lender the relevant portion of any Advance on the date specified in such notice together with all interest accrued thereon to the date of repayment, the Additional Compensation if any to the date of payment and all other amounts, if any, payable for the account of the Lender hereunder in respect of such Advance (including any amounts payable under Section 13.13); or

(ii) to cause the Borrower to effect a Conversion of the relevant portion of any Advance (subject always to the provisions of this Agreement); and

(c) Each Lender shall use its reasonable efforts to reduce the amount of Additional Compensation payable pursuant to this Section; provided, however, that no Lender shall have an obligation to expend its own funds, suffer any economic hardship or take any action detrimental to its interests in connection therewith.

13.19 <u>Failure of a Lender to Fund</u>

(a) Unless the Agent has knowledge that a Lender has not made available to the Agent for value on a Drawdown Date the applicable amount required from such Lender in accordance with its Lender's Proportionate Share, the Agent shall be entitled to assume that such amount has been or will be received from such Lender when so due and the Agent may (but shall not be obliged to), in reliance upon such assumption, make available (or, in the case of a deemed Advance, deem to make available) to the Borrower a corresponding amount. If such amount is not in fact received by the Agent from such Lender on such Drawdown Date and the Agent has made available a corresponding amount to the Borrower on such Drawdown Date as aforesaid (or is deemed to have made an Advance to the Borrower in such amount), such Lender shall pay to the Agent on demand an amount equal to the aggregate of the applicable amount required from such Lender in accordance with its Lender's Proportionate Share, plus an amount equal to the product of (i) the rate per annum applicable to overnight deposits made with the Agent for amounts approximately equal to the amount required from such Lender multiplied by (ii) the amount that should have been paid (but was not paid) to the Agent by such Lender on such Drawdown Date, multiplied by (iii) a fraction, the numerator of which is the number of days that have elapsed from and including such Drawdown Date to but excluding the date on which the amount is received by the Agent from such Lender and the denominator of which is 365, in the case of all Advances. A certificate of the Agent containing details of the amount owing by a Lender under this Section shall be binding and conclusive in the absence of manifest error. If any such amount is not in fact received by the Agent from such Lender on such Drawdown Date, the Agent shall be entitled to recover from the Borrower, on demand, the related amount made available by the Agent to the Borrower as aforesaid together with interest thereon at the aforesaid rate per annum.

(b) Notwithstanding the provisions of Section 13.18(a), if any Lender becomes a Defaulting Lender, the Agent shall forthwith give notice of such failure by the Defaulting Lender to the Borrower and to the other Lenders. The Agent shall then forthwith give notice to the other Lenders that any Lender may make available to the Agent all or any portion of the Defaulting Lender's Proportionate Share of such Advance (but in no way shall any other Lender or the Agent be obliged to do so) in the place of the Defaulting Lender. If more than one Lender gives notice that it is prepared to make funds available in the place of a Defaulting Lender in such circumstances and the aggregate of the funds which such Lenders (herein collectively called the "**Contributing Lenders**" and individually called the "**Contributing Lender**") are prepared to make available exceeds the amount of the Advance which the Defaulting Lender failed to make, then each Contributing Lender shall be deemed to have given notice that it is prepared to make available its Lender's Proportionate Share of such Advance based on the Contributing Lenders' relative commitments to advance in such circumstances. If any Contributing Lender makes funds available in the place of a Defaulting Lender in such circumstances, then the Defaulting Lender shall pay to any Contributing Lender making the funds available in its place, forthwith on demand, any amount advanced on its behalf together with interest thereon at the rate applicable to such Advance from the date of advance to the date of payment, against payment by the Contributing Lender making the funds available of all interest received in respect of the Advance from the Borrower. The failure of any Lender to make available to the Agent its Lender's Proportionate Share of any Advance as required herein shall not relieve any other Lender of its obligations to make available to the Agent its Lender's Proportionate Share of any Advance as required herein.

(c) If none of the Contributing Lenders exercises its rights under Section 13.19(b) and provided that there exists no Event of Default which is continuing, the Borrower may, but is not obligated to, repay all Obligations owing hereunder to the Defaulting Lender and upon such payment the Defaulting Lender shall cease to be a Lender hereunder and such Defaulting Lender's Commitment shall be terminated and the Total Commitment shall be reduced accordingly.

(d) During the period that any Lender is a Defaulting Lender hereunder:

(i) such Lender shall not be paid Standby Fees;

(ii) such Lender's Commitment will be excluded from any determination of whether approval of the Majority Lenders has been obtained when required;

(iii) additional Advances will be based upon Lender's Proportionate Shares which exclude the such Lender's Commitment provided that, for certainty, no other Lender will be required to exceed its Commitment;

(iv) the Agent may compel such Lender to cash collateralize its contingent obligations; and

(v) the Agent may withhold and set-off any payments due to such Lender against its unfunded obligations under its Commitment.

13.20 Replacement Lenders

If:

(a) Additional Compensation is payable by the Borrower to a Lender (but not to all of the Lenders) pursuant to Section 13.18 or Section 3.2 of the CBA Model Provisions;

(b) a Lender is affected by the provisions of Section 3.4 of the CBA Model Provisions and all of the other Lenders are not so affected;

(c) a Lender becomes a Defaulting Lender;

(d) a Lender withholds its consent to any amendment, consent, or determination requested by the Borrowers which requires the approval of the Lenders and as a consequences thereof such amendment, consent, or determination cannot be obtained,

(any such Lender being called herein the "**Affected Lender**") then the Borrower may so long as no Default or Event of Default has occurred and is continuing:

(i) upon at least five (5) Business Days prior written notice to the Agent, irrevocably cancel all (but not less than all) of the Affected Lender's Commitment and without regard to Section 11.2 if on prior to the last day of such notice period the Borrower has prepaid or otherwise reduced all Advances outstanding to such Lender, and paid all accrued interest and other charges and fees in respect of such Advances;

(ii) arrange for a replacement lender (which may be a Person that is not a Lender, in which case the consent of the Agent, not to be unreasonably withheld, is required, or which may be one of the Lenders in which case no consent of the Agent shall be required) to replace the Affected Lender's Commitment and such Affected Lender shall, if requested by the Borrower, assign and transfer such Affected Lender's Commitment to such replacement lender(s) by execution and delivery of an Assignment and Assumption Agreement, upon which such replacement lender(s) shall become a Lender pursuant to Section 10(b) of the CBA Model Provisions; or

(iii) any combination of Subsection (i) and Subsection (ii) above;

provided that the Borrower shall only be entitled to exercise its rights hereunder in respect of an Affected Lender under Subsection (d) if after so doing, the requested amendment, consent, or determination would have the approval required pursuant to this Agreement.

13.21 Anti-Money Laundering Legislation

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

(b) If, upon the written request of any Lender, the Agent has ascertained the identity of the Borrower and the Subsidiaries or any authorized signatories of the Borrower and the Subsidiaries for the purposes of applicable AML Legislation on such Lender's behalf, then the Agent;

(i) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a "written agreement" in such regard between such Lender and the Agent within the meaning of applicable AML Legislation; and

(ii) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

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

13.22 U.S.A. Patriot Act Notification

The Agent and the Lenders hereby notify the Borrower that pursuant to the requirements of the U.S.A. *Patriot Act* (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "**Patriot Act**"), they are required to obtain, verify and record information that identifies the Borrower and its Subsidiaries, which information includes the name and address of the Borrower and its Subsidiaries and other information that will allow the Agent and the Lenders to identify the Borrower and its Subsidiaries in accordance with the Patriot Act.

13.23 Compliance with Sanctions

The Borrower acknowledges and agrees that the use of the proceeds of the Facilities by it will not violate the *Trading with the Enemy Act*, as amended, of the United States or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

The Borrower:

(a) is not and will not become a Person or Persons as described in Section 1.1 of Executive Order 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (12 C.F.R. 595) of the United States, and the Borrower shall not do or engage in dealings or transactions with any such Persons; and

(b) shall comply in all material aspects, as required, with the Patriot Act.

Neither the Borrower nor any Subsidiary of the Borrower is currently designated as a target of sanctions in connection with U.S. economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") or in connection with Canadian, European Union, Great Britain or French sanctions programs, and the Borrower will not directly or, knowingly, indirectly use the proceeds of the Facilities or otherwise make available such proceeds to any Person or Persons as referenced above, for the purpose of financing the activities of (i) any Person or Persons designated as sanctions targets in connection with U.S. economic sanctions program administered by OFAC, or (ii) parties designated as sanctions targets pursuant to any Canadian, European Union, Great Britain or French sanctions programs.

13.24 Bail-In Actions

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

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

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

13.25 Address for Notice

Any notice, demand or other communication (a "**Notice**") to be given under the Credit Documents shall, except as otherwise specifically provided, be in writing addressed to the Party for whom it is intended and may be delivered by courier, telecopied, with transmission confirmed by a transmission report sent by email. Every Notice shall be deemed to have been duly given, served or received on the date on which it is delivered (or if such date is not a Business Day, the next following Business Day) or in the case of sending by telecopier or email, on the date of transmission, if transmission is completed prior to 1:00 p.m. (Calgary time) on a Business Day (or the next Business Day if the transmission is completed after 1:00 p.m. (Calgary time) on a Business Day or on a day that is not a Business Day). The addresses of the parties hereto for the purposes hereof shall be the addresses specified beside their respective signatures to this Agreement or any Assignment and Assumption Agreement or such other mailing, facsimile and email addresses as each party from to time may notify the Agent as aforesaid.

13.26 <u>Time of the Essence</u>

Time shall be of the essence in this Agreement.

13.27 <u>Further Assurances</u>

The Borrower and each Material Subsidiary shall, at the request of the Agent acting on the instructions of the Lenders, do all such further acts and execute and deliver all such further documents as may, in the opinion of the Lenders, be necessary or desirable in order to fully perform and carry out the purpose and intent of the Credit Documents.

13.28 <u>Term of Agreement</u>

Except as otherwise provided herein, this Agreement shall remain in full force and effect until the payment and performance in full of all of the Obligations owing by the Borrower to the Lenders and the Lenders have no further obligation to make any Advances available to the Borrower hereunder.

13.29 <u>Payments on Business Day</u>

Whenever any payment or performance under the Credit Documents would otherwise be due on a day other than a Business Day, such payment shall be made on the following Business Day.

13.30 <u>Counterparts and Facsimile</u>

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. For the purposes of this Section, the delivery of a facsimile copy of an executed counterpart of this Agreement by facsimile or by sending a scanned copy by electronic mail shall be effective as a manually executed counterpart of this Agreement.

This Agreement and any other Credit Document may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory and the words "execution", "signed", "signature", and words of like import in any this Agreement and any other Credit Document shall be deemed to include electronic signature or other facsimile signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature.

13.31 <u>Statute References</u>

All references herein to a statute include, unless otherwise stated, regulations passed or in force pursuant thereto and any amendments to such statute or to such regulations from time to time, and any legislation or regulations substantially replacing the same or substantially replacing any specific provision to which such reference is made.

13.32 <u>Benchmark Replacement Setting - SOFR</u>

(a) **Benchmark Replacement**. Notwithstanding anything to the contrary herein or in any other Credit Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a

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

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

(c) **Notices; Standards for Decisions and Determinations**. The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 13.32(d). Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 13.32, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 13.32.

(d) **Unavailability of Tenor Benchmark**. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion, acting reasonably, or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks (the "**IOSCO Principles**"), then the Agent may modify the definition of "SOFR Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the IOSCO Principles for a Benchmark (including a Benchmark

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

(e) **Benchmark Unavailability Period**. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any requested Drawdown of, Conversion to or Rollover of a SOFR Advance to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Drawdown of, or Conversion to, US Base Rate Advances.

(f) **Definitions.**

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

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an SOFR Period or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or any component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "SOFR Period" pursuant to Section 13.32(d).

"**Benchmark**" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 13.32(a).

"**Benchmark Replacement**" means with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date:

(a) Adjusted Daily Simple SOFR; or

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

If the Benchmark Replacement as determined above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body and/or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for US Dollar-denominated syndicated credit facilities at such time.

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

(a) in the case of clause (a) or (b) of the definition of "**Benchmark Transition Event,**" the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "**Benchmark Transition Event,**" the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the IOSCO Principles; provided, that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

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

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

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

"**Benchmark Unavailability Period**" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with this Section 13.32 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with this Section 13.32.

"**Conforming Changes**" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "US Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "SOFR Period" or any similar or analogous definition (or the addition of a concept of "interest period"), the definition of "SOFR Interest Date" or any similar or analogous definition, timing and frequency of determining rates and making payments of interest, timing of Drawdown or prepayment, Conversion Notices or Rollover Notices, the applicability and length of lookback periods, the applicability of this Section 13.32 and other technical, administrative or operational matters) that the Agent decides, acting reasonably, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides, acting reasonably, is necessary in connection with the administration of this Agreement and the other Credit Documents).

"**Daily Simple SOFR**" means, for any day, a rate per annum equal to SOFR for the day, with the conventions for this rate (which will include a lookback) being established by the Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Agent decides that any such convention is not administratively feasible for the Agent, then the Agent may establish another convention in its discretion, acting reasonably.

“**Daily Simple SOFR Adjustment**” means, with respect to Daily Simple SOFR, (i) 0.10% (10 basis points) per annum if interest thereon is payable monthly, (ii) 0.15% (15 basis points) if interest is payable thereon quarterly and (iii) such other rate as to be determined by the Agent if interest thereon is payable on any other period.

“**Federal Reserve Board**” means the Board of Governors of the Federal Reserve System of the United States.

“**IOSCO Principles**” shall have the meaning set forth in Section 13.32(d).

“**Relevant Government Body**” means the Federal Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

13.33 Benchmark Replacement Setting - CORRA

Notwithstanding anything to the contrary herein or in any other Credit Document (and, for certainty, any Hedge Agreement will be deemed not to be a “Credit Document” for purposes of this Section 13.33):

(a) **Replacing CDOR Rate.** On May 16, 2022 Refinitiv Benchmark Services (UK) Limited (“**RBSL**”), the administrator of the CDOR Rate, announced in a public statement that the calculation and publication of all tenors of the CDOR Rate will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all Available Tenors of the CDOR Rate have either permanently or indefinitely ceased to be provided by RBSL (the “**CDOR Cessation Date**”), if the then-current Benchmark is the CDOR Rate, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Credit Document. If the Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a monthly basis.

(b) **Replacing Future Benchmarks**. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower’s receipt of notice from the Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Prime Rate Advances. During the period referenced in the foregoing sentence, the component of Prime Rate based upon the Benchmark will not be used in any determination of Prime Rate.

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

(d) **Notices; Standards for Decisions and Determinations**. The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) any occurrence of a Term CORRA Transition Event, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, and (iv) by delivering a BA Cessation Notice pursuant to clause (g) of this Section, its intention to terminate the obligation of the Lenders to make or maintain Bankers' Acceptances. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

(e) **Unavailability of Tenor of Benchmark**. At any time (including in connection with the implementation of a Benchmark Replacement), if the then-current Benchmark is a term rate (including Term CORRA or CDOR Rate), then (i) the Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(f) **Secondary Term CORRA Conversion**. Notwithstanding anything to the contrary herein or in any Credit Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Benchmark Replacement described in clause (1)(a) of such definition will replace the then-current Benchmark for all purposes hereunder or under any Credit Document in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document; and (ii) each Advance outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, on the last day of the then-current interest payment period, into an Advance bearing interest at the Benchmark Replacement described in clause (1)(a) of such definition having a tenor approximately the same length as the interest payment period applicable to such Advance immediately prior to the conversion or such other Available Tenor as may be selected by the Borrower and agreed by the Agent; provided that, this Section 13.33(f) shall not be effective unless the Agent has delivered to the Lenders and the Borrower a Term CORRA Notice, and so long as the Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5^{th}) Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from Lenders comprising the Majority Lenders or the Borrower.

(g) **Bankers' Acceptances**. The Agent shall have the option to, effective as of the date set out in the BA Cessation Notice, which shall be a date on or after the CDOR Cessation Date (the "**BA Cessation Effective Date**"), terminate the obligation of the Lenders to make or maintain Bankers' Acceptances, provided that the Agent shall give notice to the Borrower and the Lenders at least thirty (30) Business Days prior to the BA Cessation Effective Date ("**BA Cessation Notice**"). If the BA Cessation Notice is provided, then as of the BA Cessation Effective Date, so long as the Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5^{th}) Business Day after the date of the BA Cessation Notice, written notice of objection to the termination of the obligation to make or maintain Bankers' Acceptances from Lenders comprising the Majority Lenders, (i) any Drawdown Notice, Conversion Notice or Rollover Notice that requests the conversion of any Advance to, or rollover of any Advance as, a Bankers' Acceptance shall be ineffective, and (ii) if any Drawdown Notice, Conversion Notice or Rollover Notice requests a Bankers' Acceptance such Advance shall be made as a Prime Rate Advance. For the avoidance of doubt, any outstanding Bankers' Acceptance shall remain in effect following the CDOR Cessation Date until such Bankers' Acceptance's stated maturity.

(h) **Definitions.**

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date

"**Benchmark**" means, initially, the CDOR Rate; provided that if a replacement of the Benchmark has occurred pursuant to this Section titled "Benchmark Replacement Setting", then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"**Benchmark Replacement**" means, for any Available Tenor:

(a) For purposes of Section 13.33(a), the first alternative set forth below that can be determined by the Agent:

(i) for Advances denominated in Canadian Dollars, the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months' duration, or

(ii) for Advances denominated in Canadian Dollars, the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months' duration; and

(iii) For purposes of Section 13.33(b) of this Section, the sum of (i) the alternate benchmark rate and (ii) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (i) or (ii) above would be less than the Floor at any time, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents at that time.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Prime Rate," the definition of "Business Day," the definition of "BA Interest Period," the definition of "Bankers' Acceptance," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters, including with respect to the obligation of the Agent and the Lenders to create, maintain or issue Bankers' Acceptances) that the Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents). Without limiting the foregoing, Benchmark Replacement Conforming Changes made in connection with the replacement of the CDOR Rate with a Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Benchmark Replacement, to replace the creation or purchase of drafts or Bankers' Acceptances.

"**Benchmark Transition Event**" means, with respect to any then-current Benchmark other than the CDOR Rate, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that:

(a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark; or

(b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

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

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

"**Floor**" means 0.00% per annum.

"**Relevant Governmental Body**" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"**Term CORRA**" means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Period determined by the Agent in its reasonable discretion in a manner substantially consistent with market practice.

"**Term CORRA Notice**" means the notification by the Agent to the Lenders and the Borrower of the occurrence of a Term CORRA Transition Event.

"**Term CORRA Transition Date**" means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrower, for the replacement of the then-current Benchmark with the Benchmark Replacement described in clause (i)(A) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.

"**Term CORRA Transition Event**" means the determination by the Agent that:

(a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor,

(b) the administration of Term CORRA is administratively feasible for the Agent; and

(c) a Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 13.33(a).

13.34 Non-Merger

Each of the Borrower and the Material Subsidiaries covenants and agrees with the Agent and the Lenders that, in the case of any judicial or other proceeding to enforce the rights and remedies of the Agent or the Lenders under the Credit Documents (or any part thereof), judgment may be rendered against the Borrower and/or the Material Subsidiaries in favour of the Lenders, or any of them, for any amount owing under the Credit Documents (or for which the Borrower or the Material Subsidiaries may be liable thereunder after the application to the payment thereof of the proceeds of any sale of any of the Property of the Borrower or such Material Subsidiaries). The covenant of the Borrower to pay interest at the rate provided for in this Agreement shall not merge in any such judgment and such judgment shall bear interest at rate applicable to Prime Rate Advances plus [redacted] per annum until such judgment and all Obligations of the Borrower to the Lenders under the Credit Documents have been paid in full. The Borrower waives the provisions of the *Judgment Interest Act* (Alberta) to the fullest extent permitted by law.

13.35 Entire Agreement

Each of the Parties agrees that this Agreement constitutes the entire agreement between the Parties hereto concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

13.36 Replacement

Effective as of the date hereof, the Prior Credit Agreement is replaced with this Agreement, and concurrently with this Agreement becoming effective all Obligations under and as defined in the Prior Credit Agreement shall be deemed to be Obligations under this Agreement.

13.37 Acknowledgement Regarding Any Supported QFCs

To the extent that the Credit Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the United States Federal Deposit Insurance Corporation under the United States *Federal Deposit Insurance Act* and Title II of the Dodd Frank Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the Alberta):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, rights applicable after the occurrence and continuance of an Event of Default under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such rights could be exercised under the U.S. Special Resolution Regime if the supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 13.37, the following terms have the following meanings:

(i) "**BHC Act Affiliate**" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with ***Title 12: Banks and Banking*** of the ***United States Code***) of such party.

(ii) "**Covered Entity**" means any of the following:

(A) a "covered entity" as that term is defined in, and interpreted in accordance with, ***Title 12: Banks and Banking*** of the United States ***Code of Federal Regulations*** §252.82(b);

(B) a "covered bank" as that term is defined in, and interpreted in accordance with, ***Title 12: Banks and Banking*** of the United States ***Code of Federal Regulations*** §47.3(b); or

(C) a "covered FSI" as that term is defined in, and interpreted in accordance with, ***Title 12: Banks and Banking*** of the United States ***Code of Federal Regulations*** §382.2(b).

(iii) "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, ***Title 12: Banks and Banking*** of the United States ***Code of Federal Regulations*** §§ 252.81, 47.2 or 382.1, as applicable.

(iv) "**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with ***Title 12: Banks and Banking*** of the ***United States Code*** §5390(c)(8)(D).

13.38 Maximum Rate Permitted by Law

Under no circumstances shall a party be entitled to receive nor shall it in fact receive a payment or partial payment of interest, fees or other amounts under this Agreement at a rate that is prohibited by applicable law. Accordingly, notwithstanding anything herein or elsewhere contained, if and to the extent that under any circumstances, the effective annual rate of "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) received or to be received by a party (determined in accordance with such section) on any amount of "credit advanced" (as defined in that section) pursuant to this Agreement or any agreement or arrangement collateral hereto entered into in consequence or implementation hereof would, but for this Section 13.37, be a rate that is prohibited by applicable law, then the effective annual rate of interest, as so determined, received or to be received by that party on such amount of credit advanced shall be and be deemed to be adjusted to a rate that is one whole percentage point less than the lowest effective annual rate of interest that is so prohibited (the "**adjusted rate**"); and, if that party has received a payment or partial payment which would, but for this Section, be so prohibited then any amount or amounts so received by that party in excess of the adjusted rate shall comprise and shall be deemed to have comprised a credit to be applied to subsequent payments on account of interest, fees or other amounts due to that party at the adjusted rate.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ADDRESS FOR NOTICE:	**Borrower**
PEYTO EXPLORATION & DEVELOPMENT CORP. #300 – 600, 3rd Avenue S.W. Calgary, Alberta T2P 0G5 Attention: Chief Financial Officer Facsimile: [redacted] Email: [redacted]	**PEYTO EXPLORATION & DEVELOPMENT CORP.** By: *"Signed"* Name: Title: By: ______________________ Name: Title:
ADDRESS FOR NOTICE:	**Agent**
in the case of all matters relating to loan funding and financial reporting: **BANK OF MONTREAL** Agent Bank Services Bank of Montreal 250 Yonge Street, 11th Floor Toronto, Ontario M5B 2L7 Attention: Agency Services Fax: [redacted] Email: [redacted]	**BANK OF MONTREAL, as Agent** By: *"Signed"* Name: Title: By: ______________________ Name: Title:
in the case of credit-related matters: **BANK OF MONTREAL** 1400, 525 – 8th Avenue S.W. Calgary, Alberta T2P 1G1 Attention: [redacted] Fax No.: [redacted]	

ADDRESS FOR NOTICE:

BANK OF MONTREAL
1400, 525 – 8th Avenue S.W.
Calgary, Alberta
T2P 1G1

Attention: [redacted]
Facsimile: [redacted]

Lenders

BANK OF MONTREAL, as Lender

By: *"Signed"*
Name:
Title:

By: ______________________
Name:
Title:

ADDRESS FOR NOTICE:

CANADIAN IMPERIAL BANK OF COMMERCE
9th Floor, Bankers Hall East
855 - 2nd Street SW
Calgary, AB T2P 2P2

Attention: [redacted]
Facsimile: [redacted]

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

ADDRESS FOR NOTICE:

NATIONAL BANK OF CANADA
311 – 6 Avenue SW, Suite 1800
Calgary, Alberta T2P 3H2

Attention: [redacted]
Facsimile: [redacted]

NATIONAL BANK OF CANADA, as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

ADDRESS FOR NOTICE:

ATB FINANCIAL
600, 585 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1

Attention: Relationship Manager
Facsimile: [redacted]

ATB FINANCIAL, as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

ADDRESS FOR NOTICE:

CHINA CONSTRUCTION BANK TORONTO BRANCH
181 Bay Street, Suite 3650
Toronto, Ontario M5J 2T3

Attention: [redacted]
Facsimile: [redacted]

CHINA CONSTRUCTION BANK TORONTO BRANCH, as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

ADDRESS FOR NOTICE:

THE TORONTO-DOMINION BANK
Suite 3600, 421 - 7th Avenue S.W.
Calgary, Alberta T2P 4K9

Attention: [redacted]
Facsimile: [redacted]

THE TORONTO-DOMINION BANK, as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

ADDRESS FOR NOTICE:

CANADIAN WESTERN BANK
606 - 4th Street S.W.
Calgary, Alberta T2P 1T1

Attention: [redacted]
Facsimile: [redacted]

CANADIAN WESTERN BANK, as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

ADDRESS FOR NOTICE:

BANK OF CHINA (CANADA)
50 Minthorn Blvd., Suite 600
Markham, Ontario L3T 7X8

Attention: [redacted]
Facsimile: [redacted]
Email: [redacted]

BANK OF CHINA (CANADA), as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

ADDRESS FOR NOTICE:

BUSINESS DEVELOPMENT BANK OF CANADA
The Edison, 150 - 9th Avenue SW, Suite 1310
Calgary, Alberta T2P 3H9

Attention: [redacted]
Facsimile: [redacted]

BUSINESS DEVELOPMENT BANK OF CANADA, as Lender

By: *"Signed"*
Name:
Title:

By: *"Signed"*
Name:
Title:

Schedule A attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

CBA MODEL PROVISIONS

The attached provisions form part of this Agreement, subject to the variations set out in Article 12 of the Second Amended and Restated Credit Agreement:

MODEL CREDIT AGREEMENT PROVISIONS

1. Definitions

"**Administrative Questionnaire**" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"**Affiliate**" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"**Agreement**" means the credit agreement of which these Provisions form part.

"**Applicable Law**" means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgement, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

"**Applicable Percentage**" means with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be the percentage of the total outstanding Loans and participations in respect of Letters of Credit represented by such Lender's outstanding Loans and participations in respect of Letters of Credit.

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

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any Applicable Law by any Governmental Authority.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have corresponding meanings.

"**Default**" means any event or condition that constitutes an Event of Default or that would constitute an Event of Default except for satisfaction of any condition subsequent required to make the event or condition an Event of Default, including giving of any notice, passage of time, or both.

“**Eligible Assignee**” means any Person (other than a natural person, any Obligor or any Affiliate of an Obligor), in respect of which any consent that is required by Section 10(b) has been obtained.

“**Excluded Taxes**” means, with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of an Obligor hereunder, (a) taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located and (c) in the case of a Foreign Lender (other than (i) an assignee pursuant to a request by the Borrower under Section 3.3(b), (ii) an assignee pursuant to an Assignment and Assumption made when an Event of Default has occurred and is continuing or (iii) any other assignee to the extent that the Borrower has expressly agreed that any withholding tax shall be an Indemnified Tax), any withholding tax that (A) is not imposed or assessed in respect of a Loan that was made on the premise that an exemption from such withholding tax would be available where the exemption is subsequently determined, or alleged by a taxing authority, not to be available and (B) is required by Applicable Law to be withheld or paid in respect of any amount payable hereunder or under any Credit Document to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 3.2(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from an Obligor with respect to such withholding tax pursuant to Section 3.2(a). For greater certainty, for purposes of item (c) above, a withholding tax includes any Tax that a Foreign Lender is required to pay pursuant to Part XIII of the *Income Tax Act* (Canada) or any successor provision thereto.

“**Foreign Lender**” means any Lender that is not organized under the laws of the jurisdiction in which the Borrower is resident for tax purposes and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Credit Document to be resident for income tax or withholding tax purposes in the jurisdiction in which the Borrower is resident for tax purposes by application of the laws of that jurisdiction. For purposes of this definition Canada and each Province and Territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“**Fund**” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“**Governmental Authority**” means the government of Canada or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supranational bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes.

"**Issuing Bank**" means the Person named elsewhere in this Agreement as the issuer of Letters of Credit on the basis that it is "fronting" for other Lenders and not on the basis that it is the attorney of other Lenders to sign Letters of Credit on their behalf, or any successor issuer of Letters of Credit. For greater certainty, where the context requires, references to "Lenders" in these Provisions include the Issuing Bank.

"**Loan**" means any extension of credit by a Lender under this Agreement, including by way of bankers' acceptance or LIBO Rate Loan, except for any Letter of Credit or participation in a Letter of Credit.

"**Obligors**" means, collectively, the Borrower and each of the guarantors of the Borrower's obligations that are identified elsewhere in this Agreement.

"**Other Taxes**" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"**Participant**" has the meaning assigned to such term in Section 10(d).

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"**Provisions**" means these model credit agreement provisions.

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

2. Terms Generally

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) unless otherwise expressly stated, all references in these Provisions to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, these Provisions, but all such references elsewhere in this Agreement shall be construed to refer to this Agreement apart from these Provisions, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) If there is any conflict or inconsistency between these Provisions and the other terms of this Agreement, the other terms of this Agreement shall govern to the extent necessary to resolve the conflict or inconsistency.

3. Yield Protection

3.1 Increased Costs

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof, except for Indemnified Taxes or Other Taxes covered by Section 3.2 and the imposition, or any change in the rate, of any Excluded Tax payable by such Lender; or

(iii) impose on any Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or any other amount), then upon request of such Lender the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender’s holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender’s capital or on the capital of such Lender’s holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or the Letters of Credit issued or participated in by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender’s policies and the policies of its holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, except that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefore, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the nine-month period referred to above shall be extended to include the period of retroactive effect thereof.

3.2 Taxes.

(a) Payments Subject to Taxes. If any Obligor, the Administrative Agent, or any Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of an Obligor hereunder or under any other Loan Document, then (i) the sum payable shall be increased by that Obligor when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments been required, (ii) the Obligor shall make any such deductions required to be made by it under Applicable Law and (iii) the Obligor shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by an Obligor to a Governmental Authority, the Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall, at the request of the Borrower, deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, (a) any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements, and (b) any Lender that ceases to be, or to be deemed to be, resident in Canada for purposes of Part XIII of the *Income Tax Act* (Canada) or any successor provision thereto shall within five days thereof notify the Borrower and the Administrative Agent in writing.

(f) Treatment of Certain Refunds and Tax Reductions. If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which an Obligor has paid additional amounts pursuant to this Section or that, because of the payment of such Taxes or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the Borrower or Obligor, as applicable, an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or Obligor under this Section with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund). The Borrower or Obligor as applicable, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower or Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund or reduction to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

3.3 Mitigation Obligations: Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.1, or requires the Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.2, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.2, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.1, if the Borrower is required to pay any additional amount to any Lender or any Governmental

Authority for the account of any Lender pursuant to Section 3.2, if any Lender's obligations are suspended pursuant to Section 3.4 or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon 10 days' notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Article 10), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower pays the Administrative Agent the assignment fee specified in Section 10(b)(vi);

(ii) the assigning Lender receives payment of an amount equal to the outstanding principal of its Loans and participations in disbursements under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any breakage costs and amounts required to be paid under this Agreement as a result of prepayment to a Lender) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.1 or payments required to be made pursuant to Section 3.2, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with Applicable Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

3.4 Illegality.

If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make or maintain any Loan (or to maintain its obligation to make any Loan), or to participate in, issue or maintain any Letter of Credit (or to maintain its obligation to participate in or to issue any Letter of Credit), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if conversion would avoid the activity that is unlawful, convert any Loans, or take any necessary steps with respect to any Letter of Credit in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

3.5 Inability to Determine Rates Etc.

If the Required Lenders determine that for any reason a market for bankers' acceptances does not exist at any time or the Lenders cannot for other reasons, after reasonable efforts, readily sell bankers' acceptances or perform their other obligations under this Agreement with respect to bankers' acceptances, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the Borrower's right to request the acceptance of bankers' acceptances shall be and remain suspended until the Required Lenders determine and the Agent notifies the Borrower and each Lender that the condition causing such determination no longer exists. If the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the LIBO Rate for any requested Interest Period with respect to a proposed LIBO Rate Loan, or that the LIBO Rate for any requested Interest Period with respect to a proposed LIBO Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain LIBO Rate Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a borrowing, conversion or continuation of LIBO Rate Loans or, failing that, will be deemed to have converted such request into a request for a borrowing of Base Rate Loans in the amount specified therein.

4. Right of Setoff

If an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Obligor against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Loan Document and although such obligations of the Obligor may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each the Lenders and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application. If any Affiliate of a Lender exercises any rights under this Article 4, it shall share the benefit received in accordance with Article 5 as if the benefit had been received by the Lender of which it is an Affiliate.

5. Sharing of Payments by Lenders

If any Lender, by exercising any right of setoff or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate amount of its Loans and accrued interest thereon or other obligations hereunder greater than its pro rata share thereof as provided herein, then the Lender receiving such payment or other reduction shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest,

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by any Obligor pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in disbursements under Letters of Credit to any assignee or participant, other than to any Obligor or any Affiliate of an Obligor (as to which the provisions of this Section shall apply); and

(iii) the provisions of this Section shall not be construed to apply to (w) any payment made while no Event of Default has occurred and is continuing in respect of obligations of the Borrower to such Lender that do not arise under or in connection with the Loan Documents, (x) any payment made in respect of an obligation that is secured by a Permitted Lien or that is otherwise entitled to priority over the Borrower's obligations under or in connection with the Loan Documents, (y) any reduction arising from an amount owing to an Obligor upon the termination of derivatives entered into between the Obligor and such Lender, or (z) any payment to which such Lender is entitled as a result of any form of credit protection obtained by such Lender.

The Obligors consent to the foregoing and agree, to the extent they may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

6. Administrative Agent's Clawback

(a) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any advance of funds that such Lender will not make available to the Administrative Agent such Lender's share of such advance, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with the provisions of this Agreement concerning funding by Lenders and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable advance available to the Administrative Agent, then the applicable Lender shall pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such advance. If the Lender does not do so forthwith, the Borrower shall pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon at the interest rate applicable to the advance in question. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that has failed to make such payment to the Administrative Agent.

(b) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute the amount due to the Lenders. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation.

7. Agency

7.1 Appointment and Authority.

Each of the Lenders and the Issuing Bank hereby irrevocably appoints the Person identified elsewhere in this Agreement as the Administrative Agent to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Bank, and no Obligor shall have rights as a third party beneficiary of any of such provisions.

7.2 Rights as a Lender.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Obligor or any Affiliate thereof as if such Person were not the Administrative Agent and without any duty to account to the Lenders.

7.3 Exculpatory Provisions.

(a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents), but the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as is necessary, or as the Administrative Agent believes in good faith is necessary, under the provisions of the Loan Documents) or (ii) in the absence of its own gross negligence or wilful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing the Default is given to the Administrative Agent by the Borrower or a Lender.

(c) Except as otherwise expressly specified in this Agreement, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

7.4 Reliance by Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or the Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

7.5 Indemnification of Administrative Agent.

Each Lender agrees to indemnify the Administrative Agent and hold it harmless (to the extent not reimbursed by the Borrower), rateably according to its Applicable Percentage (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Loan Documents or the transactions therein contemplated. However, no Lender shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from the Administrative Agent's gross negligence or wilful misconduct.

7.6 Delegation of Duties.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent from among the Lenders (including the Person serving as Administrative Agent) and their respective Affiliates. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of the Administrative Agent shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

7.7 Replacement of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Bank and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto, Ontario or Montréal, Québec, or an Affiliate of any such Lender with an office in Toronto or Montréal. The Administrative Agent may also be removed at any time by the Required Lenders upon 30 days' notice to the Administrative Agent and the Borrower as long as the Required Lenders, in consultation with the Borrower, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto or Montréal, or an Affiliate of any such Lender with an office in Toronto or Montréal.

(b) If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications specified in Section 7.7(a), provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in the preceding paragraph.

(c) Upon a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the former Administrative Agent, and the former Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided in the preceding paragraph). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the termination of the service of the former Administrative Agent, the provisions of this SectionArticle 7 and of SectionArticle 9 shall continue in effect for the benefit of such former Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the former Administrative Agent was acting as Administrative Agent.

7.8 Non-Reliance on Administrative Agent and Other Lenders.

Each Lender and the Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

7.9 Collective Action of the Lenders.

Each of the Lenders hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Loan Documents to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Administrative Agent upon the decision of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Accordingly, notwithstanding any of the provisions contained herein or in any collateral security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder but that any such action shall be taken only by the Administrative Agent with the prior written agreement of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Administrative Agent may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders.

7.10 No Other Duties. etc.

Anything herein to the contrary notwithstanding, none of the Bookrunners, Arrangers or holders of similar titles, if any, specified in this Agreement shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

8. Notices: Effectiveness; Electronic Communication

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as-provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier to the addresses or telecopier numbers specified elsewhere in this Agreement or, if to a Lender, to it at its address or telecopier number specified in the Register or, if to an Obligor other than the Borrower, in care of the Borrower.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender of Loans to be made or Letters of Credit to be issued if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address. Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

9. Expenses; Indemnity: Damage Waiver

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Lender or the Issuing Bank, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the Issuing Bank, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Obligor arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by any Obligor, or any Environmental Liability related in any way to any Obligor, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by an Obligor and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Obligor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Obligor has obtained a final and nonappealable judgment in its favour on such claim as determined by a court of competent jurisdiction, nor shall it be available in respect of matters specifically addressed in Sections 3.1, 3.2 and 9(a).

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Issuing Bank or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Issuing Bank or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or Issuing Bank in connection with such capacity. The obligations of the Lenders under this paragraph (c) are subject to the other provisions of this Agreement concerning several liability of the Lenders.

(d) Waiver of Consequential Damages. Etc. To the fullest extent permitted by Applicable Law, the Obligors shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable promptly after demand therefore. A certificate of the Administrative Agent or a Lender setting forth the amount or amounts owing to the Administrative Agent, Lender or a sub-agent or Related Party, as the case may be, as specified in this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error.

10. Successors and Assigns

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Obligor may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that:

(i) except if an Event of Default has occurred and is continuing or in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loan of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than [redacted], in the case of any assignment in respect of a revolving facility, or [redacted], in the case of any assignment in respect of a term facility, unless each of the Administrative Agent and, so long as no Default has occurred and is continuing, the Borrower otherwise consent to a lower amount (each such consent not to be unreasonably withheld or delayed);

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate credits on a non-pro rata basis;

(iii) any assignment of a Commitment relating to a credit under which Letters of Credit may be issued must be approved by any Issuing Bank (such approval not to be unreasonably withheld or delayed) unless the Person that is the proposed assignee is itself already a Lender with a Commitment under that credit;

(iv) any assignment must be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed) unless:

A. in the case of an assignment of a Commitment relating to a revolving credit, the proposed assignee is itself already a Lender with the same type of Commitment,

B. no Event of Default has occurred and is continuing, and the assignment is of a Commitment relating to a non-revolving credit that is fully advanced, or

C. the proposed assignee is a bank whose senior, unsecured, non-credit enhanced, long term debt is rated at least A3, A- or A low by at least two of Moody's Investor Services Inc., Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and Dominion Bond Rating Service Limited, respectively;

(v) any assignment must be approved by the Borrower (such approval not to be unreasonably withheld or delayed) unless the proposed assignee is itself already a Lender with the same type of Commitment or a Default has occurred and is continuing; and

(vi) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in an amount specified elsewhere in this Agreement and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement and the other Loan Documents, including any collateral security, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Article 3 and 9, and shall continue to be liable for any breach of this Agreement by such Lender, with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section. Any payment by an assignee to an assigning Lender in connection with an assignment or transfer shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

(c) Register. The Administrative Agent shall maintain at one of its offices in Toronto, Ontario or Montréal, Québec a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, an Obligor or any Affiliate of an Obligor) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any payment by a Participant to a Lender in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

Subject to paragraph (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Article 3 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Article 4 as though it were a Lender, provided such Participant agrees to be subject to Article 5 as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.1 and 3.2 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.2 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.2(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, but no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

11. Governing Law: Jurisdiction: Etc.

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province specified elsewhere in this Agreement and the laws of Canada applicable in that Province.

(b) Submission to Jurisdiction. Each Obligor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province specified elsewhere in this Agreement, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Obligor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each Obligor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

12. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. Counterparts: Integration: Effectiveness: Electronic Execution

(a) Counterparts: Integration: Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in the conditions precedent Section(s) of this Agreement, this Agreement shall become effective when it has been executed by the Administrative Agent and when the Administrative Agent has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Assignments. The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act*, 2000 (Ontario) and other similar federal or provincial laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada or its *Uniform Electronic Evidence Act*, as the case may be.

14. Treatment of Certain Information: Confidentiality

(a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates’ respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than an Obligor.

(b) For purposes of this Section, “Information” means all information received in connection with this Agreement from any Obligor relating to any Obligor or any of its Material Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Administrative Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers

Schedule B attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "**Assignment and Assumption**") is dated as of the Effective Date set forth below and is entered into by and between **[*Insert name of Assignor*]** (the "**Assignor**") and **[*Insert name of Assignee*]** (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Second Amended and Restated Credit Agreement identified below (as amended, the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan-transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "**Assigned Interest**"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1.	Assignor:	
2.	Assignee:	**[and is an Affiliate/Approved Fund of [*identify Lender*]]**
3.	Borrower:	Peyto Exploration & Development Corp.
4.	Agent:	Bank of Montreal, as the Agent under the Credit Agreement.
5.	Credit Agreement:	The Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial

institutions from time to time parties thereto, as Lenders, and Bank of Montreal, as Agent.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Advances for all Lenders	Amount of Commitment/Advances Assigned	Percentage Assigned of Commitment/Advances
	$	$	%
	$	$	%
	$	$	%

7. [Trade Date: ______________________]

Effective Date: _________,20_____ **[TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]**

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: ______________________________
[Name]
[Title]

ASSIGNEE
[NAME OF ASSIGNEE]

By: ______________________________
[Name]
[Title]

[Consented to and] Accepted:

BANK OF MONTREAL, as Agent

By: ______________________________
[Name]
[Title]

[Consented to:]

[NAME OF RELEVANT PARTY]

By: ______________________________
[Name]
[Title]

ANNEX 1 to Assignment and Assumption

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor.

The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Material Subsidiaries or Affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by the Borrower, any of its Material Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee.

The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent Financial Statements delivered pursuant to Section 9.2 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender.

2. Payments.

From and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

3. General Provisions.

This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Credit Agreement.

4. Intercreditor Agreement.

The Assignee (for and on behalf of itself, its Affiliate Lender Hedge Provider and its successors and assigns) hereby:

(a) ratifies, confirms and approves the authorization of the Agent to execute and deliver the Intercreditor Agreement (in substantially in the form of Schedule N attached) to the other parties thereto for and on behalf of such Assignee and its Affiliate Lender Hedge Provider;

(b) agrees to comply with its obligations as a “Secured Party” under and as defined in the Intercreditor Agreement; and

(c) agrees that the Intercreditor Agreement is binding on it and its Affiliate Lender Hedge Providers.

Schedule C attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

COMMITMENTS OF THE LENDERS

Syndicated Facility

Name of Lender	Commitment (Cdn. $)
Bank of Montreal	[redacted]
Canadian Imperial Bank of Commerce	[redacted]
National Bank of Canada	[redacted]
ATB Financial	[redacted]
China Construction Bank Toronto Branch	[redacted]
The Toronto-Dominion Bank	[redacted]
Canadian Western Bank	[redacted]
Bank of China (Canada)	[redacted]
Business Development Bank of Canada	[redacted]
Total Syndicated Facility Limit	Cdn. $960,000,000

B. Working Capital Facility

Name of Lender	Working Capital Facility Commitment (Cdn. $)
Bank of Montreal	Cdn. $40,000,000 of the Working Capital Facility Limit which is equal to 100% of the Working Facility Capital Limit

C. Term Facility

Name of Lender	Commitment (Cdn. $)
Bank of Montreal	[redacted]
Canadian Imperial Bank of Commerce	[redacted]
National Bank of Canada	[redacted]
ATB Financial	[redacted]
The Toronto-Dominion Bank	[redacted]
China Construction Bank Toronto Branch	[redacted]
Business Development Bank of Canada	[redacted]
Total Term Facility Limit	Cdn. $174,000,000

Schedule D attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

COMPLIANCE CERTIFICATE

TO: BANK OF MONTREAL
Agent Bank Services
Bank of Montreal
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7

Attention: Agency Services
Fax: [redacted]

Email: [redacted]

Dear Sirs:

Reference is made to the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties thereto, as Lenders, and Bank of Montreal, as Agent, as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as ascribed thereto in the Credit Agreement.

I, **[name]**, in my capacity as **[title]** of the Borrower and not in any personal capacity, hereby certify, for and on behalf of each of the Borrower and the Material Subsidiaries that as of the date hereof:

(a) I have made or caused to be made all such investigations and inquiries as are necessary or appropriate for the purpose of this Compliance Certificate;

(b) the representations and warranties set forth in Article 8 are true and correct as of the date thereof;

(c) no Default or Event of Default has occurred that is continuing [or the following is a list of any Defaults that have occurred that are continuing, together with a description of the steps and proceedings being taken by the Borrower and/or the Material Subsidiaries to remedy each such Defaults:]

[insert a description of outstanding Defaults and remedial action proposed to be taken and taken]

(d) no Event of Default has occurred and is continuing;

(e) as at the **[insert the last day of the applicable Fiscal Quarter or Fiscal Year]**, the Total Debt to EBITDA Ratio is ●:●. Attached hereto as Exhibit 1 is a detailed calculation of such Total Debt to EBITDA Ratio;

(f) as at the **[insert the last day of the applicable Fiscal Quarter or Fiscal Year]**, the Senior Debt to EBITDA Ratio is ●:●. Attached hereto as Exhibit 2 is a detailed calculation of such Senior Debt to EBITDA Ratio;

(g) as at the **[insert the last day of the applicable Fiscal Quarter or Fiscal Year]**, the Interest Coverage Ratio is ●:●. Attached hereto as Exhibit 3 is a detailed calculation of such Interest Coverage Ratio;

(h) [Either: Schedule I (Disclosure Information) previously provided by the Borrower to the Agent is up to date in all material respects/ Attached hereto as Exhibit 4 is an up to date Schedule I of the Borrower setting out a list of the Subsidiaries and Material Subsidiaries of the Borrower and the other information referred to therein respecting the Borrower and such Subsidiaries;]

(i) attached hereto as Exhibit 5 is a detailed calculation of the Consolidated Total Assets of the Borrower;

(j) attached hereto as Exhibit 6 is a detailed calculation of the consolidated total revenue of the Borrower;

(k) Attached hereto as Exhibit 7 is a detailed calculation of the Consolidated Tangible Assets of the Borrower;

(l) attached hereto as Exhibit 8 is a summary of all Hedge Agreements that the Borrower or a Material Subsidiary is a party (which summary for each Commodity Hedge Agreement shall include the volume of Petroleum Substances, the price, the term and the counterparty subject thereto), with a total mark to market valuation of such Hedge Agreements as of **[insert the last day of the applicable Fiscal Quarter or Fiscal Year].** The Borrower is in compliance with Section 9.12 and Exhibit 9 sets out the Forecasted Gas Production hedged, and the natural gas hedged by each existing Commodity Hedge Agreement;

(m) as at the **[insert the last day of the applicable Fiscal Quarter]**, the Liability Management Rating of the Borrower and its Material Subsidiaries in each Material Jurisdiction is as follows:

Material Jurisdiction	**Liability Management Rating**
[<>]	**[<>]**

(n) **[For the Fiscal Year end Compliance Certificate: attached hereto as Exhibit 10 is an ARO Summary as of the last day of the Fiscal Year ending December 31, 20<>;]** and

(o) **[For the Fiscal Year end Compliance Certificate: attached hereto as Exhibit 11 is the Borrower's current Hedging Policy]**.

DATED this ___________ day of ______________________, ●

PEYTO EXPLORATION & DEVELOPMENT CORP.

Per: ____________________________________

[Name]
[Title]

Exhibit 1

To Compliance Certificate dated ______________
Total Debt to EBITDA Ratio

Exhibit 2

To the Compliance Certificate dated ___________

Senior Debt to EBITDA Ratio

Exhibit 3

To the Compliance Certificate dated_________________

Interest Coverage Ratio

<u>Exhibit 4</u>

<u>To the Compliance Certificate dated_________________</u>
<u>Updated Disclosure Schedule</u>

Exhibit 5

To the Compliance Certificate dated________________
Consolidated Total Assets of the Material Subsidiaries /Consolidated Total Assets of the Borrower

Exhibit 6

To the Compliance Certificate dated________________
Consolidated Total Revenue of the Material Subsidiaries /Consolidated Total Revenue of the Borrower

Exhibit 7

To the Compliance Certificate dated________________
Consolidated Tangible Assets of the Borrower

Exhibit 8

To the Compliance Certificate dated________________

Outstanding Hedges

Exhibit 9

To the Compliance Certificate dated_________________

Forecasted Gas Production

Exhibit 10

To the Compliance Certificate dated________________

ARO Summary

Exhibit 11

To the Compliance Certificate dated________________

Borrower's Current Hedging Policy

Exhibit 12

To the Compliance Certificate dated________________

Quarterly Excess Cash Flow

Schedule E attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

CONVERSION NOTICE

TO: Bank of Montreal
Agent Bank Services
Bank of Montreal
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7

Attention: Agency Services
Fax: [redacted]
Email: [redacted]

Dear Sirs:

1. Reference is made to the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as borrower (the "**Borrower**"), the Lenders (as defined therein), Bank of Montreal, as Agent (the "**Agent**") and others, as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as ascribed thereto in the Credit Agreement.

2. Pursuant to Section 7.4 of the Credit Agreement, the Borrower hereby requests the following Conversion under the **[Syndicated/Working Capital/Term]** Facility:

(a) Conversion Date:____

(b) Type and amount of existing Advance(prior to Conversion): __________________

(c) Type and amount of converted Advance(after Conversion): __________________

(d) SOFR /BA Interest Period (after Conversion)(if applicable):___________________

(e) Borrower's applicable account(s)(if any): _________________________________

(f) Special Instructions(if any): ____

3. No Default or Event of Default shall have occurred and is continuing and no Default or Event of Default shall occur as a result of the Conversion.

DATED this ___________day of ______________________, ●.

PEYTO EXPLORATION & DEVELOPMENT CORP.

Per: ___________________________________
Name:
Title:

Schedule F attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

<u>DRAWDOWN NOTICE</u>

TO: Bank of Montreal
Agent Bank Services

Bank of Montreal
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7

Attention: Agency Services
Fax: [redacted]
Email: [redacted]

Dear Sirs:

1. Reference is made to the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as borrower (the "**Borrower**"), the Lenders (as defined therein), Bank of Montreal, as Agent (the "**Agent**") and others, as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as ascribed thereto in the Credit Agreement.

2. The Borrower hereby requests the following Drawdown under the provisions of the Credit under the **[Syndicated/Working Capital/Term]** Facility:

(a) Drawdown Date: ______________________________

(b) Amount of Drawdown: ______________________________

(c) Type of Advance: ______________________________

(d) SOFR /BA Interest Period (if applicable): ______________________________

(e) Letter of Credit expiry date (if applicable): ______________________________

(f) Borrower's account(s) to be credited (if applicable): ______________________________

(g) Special Instructions (if any): ______________________________

3. The representations and warranties in Article 8 are true and correct on and with effect as of the date of such Drawdown.

4. No Default or Event of Default has occurred and is continuing and no Default or Event of Default shall occur as a result of the Drawdown.

5. After giving effect to this Drawdown and the application of the proceeds thereof (which application, the Borrower represents, warrants and covenants will occur within a reasonable period of time following the making of this Drawdown and in any event no longer than five (5) Business Days after the making of this Drawdown), the Borrower and its Material Subsidiaries will not have any Excess Cash.

DATED this _______ day of ___________________ ●.

PEYTO EXPLORATION & DEVELOPMENT CORP.

Per: _________________________________
Name:
Title:

Schedule G attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

REPAYMENT NOTICE

TO: Bank of Montreal
Agent Bank Services
Bank of Montreal

250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7

Attention: Agency Services
Fax: [redacted]
Email: [redacted]

Dear Sirs:

1. Reference is made to the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties thereto, as Lenders, and Bank of Montreal, as Agent, as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as ascribed thereto in the Credit Agreement.

2. Pursuant to Section 7.5 of the Credit Agreement, the Borrower hereby wishes to make the following repayment under the provisions of the Credit under the **[Syndicated/Working Capital/Term]** Facility:

(a) Date of repayment: ______________________________

(b) Type of Advance: ______________________________

(c) Amount of repayment: ______________________________

(d) Borrower's account(s) to be debited (if applicable): ______________________________

(e) Special Instructions (if any): ______________________________

DATED this ___________day of ______________________, ●.

PEYTO EXPLORATION & DEVELOPMENT CORP.

Per: ___________________________________
Name:
Title:

Schedule H attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

ROLLOVER NOTICE

TO: Bank of Montreal
Agent Bank Services

Bank of Montreal
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7

Attention: Agency Services
Fax: [redacted]
Email: [redacted]

Dear Sirs:

1. Reference is made to the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties thereto, as Lenders, and Bank of Montreal, as Agent, as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as ascribed thereto in the Credit Agreement.

2. Pursuant to Section 7.4 of the Credit Agreement, the Borrower hereby requests the following Rollover under the provisions of the Credit under the **[Syndicated/Working Capital/Term]** Facility:

(a) Rollover Date: ______________________________

(b) Type of Advance: ______________________________

(c) Amount of Rollover: ______________________________

(d) SOFR /BA Interest Period (after Rollover) (if applicable:) ____________________

(e) Applicable Borrower's account(s) (if any): ____________________

(f) Special Instructions (if any): ______________________________

3. No Default or Event of Default shall have occurred and is continuing and no Default or Event of Default shall occur as a result of the Rollover.

DATED this ___________day of ______________________, ●.

PEYTO EXPLORATION & DEVELOPMENT CORP.

Per: ___________________________________
Name:
Title:

Schedule I attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

DISCLOSURE INFORMATION

1. The following are all of the Subsidiaries of the Borrower (with an * indicating each Subsidiary that is a Material Subsidiary):

Peyto LNG Ltd.
Peyto Canada Corp.
Peyto Canada Limited Partnership
AcquireCo*****
Repsol Canada Energy Partnership (name to be changed to Peyto Energy Partnership within 1 Business Day following completion of the Repsol Acquisition)*
15249856 Canada Ltd.*

2. Jurisdiction of Chief Executive Office of the Borrower, AcquireCo, Repsol Canada Energy Partnership and 15249856 Canada Ltd.:

Alberta

3. Jurisdiction of material Oil & Gas Properties:

Alberta

Schedule J attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

REQUEST FOR OFFER OF EXTENSION

TO: Bank of Montreal

1400, 525 – 8th Avenue S.W.
Calgary, Alberta
T2P 1G1

Attention: [redacted]
Facsimile: [redacted]

Dear Sirs:

Reference is made to the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties thereto, as Lenders, and Bank of Montreal, as Agent, as amended, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as ascribed thereto in the Credit Agreement.

We hereby give notice of our request for an offer of extension of the [**Syndicated Facility Maturity Date] [Working Capital Facility Maturity Date**] to **[insert date not more than four (4) years after the current Syndicated Facility Maturity Date/Working Capital Facility Maturity Date**]**]** pursuant to Section 3.2(a) of the Credit Agreement.

As of the date hereof, there exists no Default or Event of Default **[except those set out below which have been expressly disclosed to and waived or agreed to by the Lenders]**.

Yours very truly,

PEYTO EXPLORATION & DEVELOPMENT CORP.

Per: ________________________________
Name:
Title:

The undersigned hereby agrees to the extension requested herein by the Borrower **[subject to the following terms and conditions:]**.

Dated as of the ________ day of ________________________, ●.

BANK OF MONTREAL, as Agent

By: ________________________________
Name:
Title:

By: ________________________________
Name:
Title:

Schedule K attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

EXISTING BAs

[redacted]

Schedule L attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

Summary of Lender Requests – Decommissioning Liabilities

Summary of Decommissioning Liabilities

	Well Summary (# of Wells)				ARO Liability (C$MM)[1]			
	Operated		Non-Operated		Operated		Non-Operated	
	Gross	Net	Gross	Net	Gross	Net	Gross	Net
Active (producing) wells[2]								
Inactive (non-producing) wells[2,3]								
< 10 years[3]								
11-20 years[3]								
21+ years[3]								
Total wells (active and inactive)	0	0	0	0	0	0	0	0
Inactive facilities/ pipelines[2]								
Active facilities/ pipelines[2]								
Sites requiring reclamation only[4]								
Total liabilities					0	0	0	0

Notes:

---

1 *Uninflated, undiscounted values (i.e. costs in today's dollars)*

If costs used to calculate these values are different than those laid out in AER Directive 011, describe methodology applied

[2] *Active vs inactive wells/facilities/pipelines are as defined in AER Directive 006, Appendix 6 (inactive = wells without prod or injection in last 12 mos.)*

[3] *Break out # wells and liabilities into years since wells were last active*

[4] *Any site that only requires reclamation (i.e. site where wellbore/facility/pipeline already abandoned, campsites, roads, borrower pits, etc.)*

Blue cells denote values to be populated

Qualitative Inquiries

i. Detail your corporate strategy for abandoning and reclaiming inactive wells, facilities and pipelines and the most recent milestones achieved in implementing this strategy
ii. Highlight and explain any material deviation(s) in methodology used in calculating abandonment and reclamation liabilities (detailed in Section I), as compared to the methodology applied by the relevant provincial regulator in its directives
iii. Please detail the most recent LMR calculation (as applicable, including a detailed calculation thereof as per Section III)
iv. List all third party operators for non-operated wells, facilities and pipelines (including gross number of wells, facilities and pipelines operated by each)
v. Detail the sustaining capital required to keep production flat (please also detail the associated production metric that is being maintained with capital deployed)
vi. Provide copies and background related to any material notices from relevant provincial regulators

Document Request

i. Company's LMR Model and Methodology
ii. Company's ARO model and assumptions[1]
iii. Reconciliation (high level) of Company's ARO to its LMR [if there is a material difference]
iv. Reconciliation (high level) of Company's LMR/ARO reporting to XI Technologies estimate [if there is a material difference]

Notes:

[1] *Some specifics noted for this item included ties to capex budget and financial disclosure and actual 2018 ARO expenses. Also one Lender asked that the model include the info below but I suspect as a matter of course that it already does:*

- *Area & Sub Area*
- *Status*
- Operator
- WI
- Date of Abd/Rec
- Gross Abd cost
- *Net Abd cost (uninflated)*
- *Net Abd cost (inflated)*
- Gross Reclamation cost
- Net Rec cost (uninflated)
- Net Rec cost inflated
- Discounted total ARO

Schedule M attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

EXISTING HEDGE AGREEMENTS

[redacted]

Schedule N attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

[redacted]

Schedule O attached to and forming part of the Second Amended and Restated Credit Agreement made as of October 17, 2023 among Peyto Exploration & Development Corp., as Borrower, the banks and financial institutions from time to time parties hereto, as Lenders, and Bank of Montreal, as Agent.

Term Facility Amortization Schedule
(Cdn$)

Date	Min Quarterly Payment	Term Loan Balance
17-Oct-23		$174,000,000.00
31-Mar-24	$14,500,000.00	$159,500,000.00
30-Jun-24	$14,500,000.00	$145,000,000.00
30-Sep-24	$14,500,000.00	$130,500,000.00
31-Dec-24	$14,500,000.00	$116,000,000.00
31-Mar-25	$14,500,000.00	$101,500,000.00
30-Jun-25	$14,500,000.00	$87,000,000.00
30-Sep-25	$14,500,000.00	$72,500,000.00
13-Oct-2025	$72,500,000.00	$0.00