

**FIRST AMENDING AGREEMENT
TO THE
SIXTH AMENDED AND RESTATED CREDIT AGREEMENT
AMONG:
FLINT CORP.,
AS BORROWER
- AND -
COMPUTERSHARE TRUST COMPANY OF CANADA,
AS AGENT**

DATED June 28, 2023

**FIRST AMENDING AGREEMENT TO
THE SIXTH AMENDED AND RESTATED CREDIT AGREEMENT**

This First Amending Agreement dated and made effective as of June 28, 2023 (the "**Effective Date**") among:

FLINT CORP., as Borrower
(the "**Borrower**")

and

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Agent for and on behalf of the Lenders
(the "**Agent**")

and

**LYSANDER-CANSO CORPORATE VALUE BOND FUND, CANSO CORPORATE VALUE
FUND AND CANSO BANK LOAN FUND**
(collectively, the "**Lenders**")

WHEREAS, the Borrower (f/k/a ClearStream Energy Services Inc.), the Lenders, Canso Investment Counsel Ltd. ("**Canso**") and the Agent entered into a sixth amended and restated credit agreement dated as of April 14, 2022 (the "**Credit Agreement**");

AND WHEREAS, the parties hereto have agreed to enter into this first amending agreement (this "**Amending Agreement**") to amend the Credit Agreement as provided for herein (the Credit Agreement as amended by this Amending Agreement, the "**Amended Credit Agreement**");

NOW THEREFORE, in consideration of the payment of the sum of ten dollars (\$10.00) by each of the parties hereto to the others and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree with each other as follows:

1. Amendments to Credit Agreement

- 1.1 Section 12.3 of the Credit Agreement is hereby amended by deleting the text thereof and replacing it with the following:

"This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of the Borrower may be found."

2. Fees and Expenses

- 2.1 The Borrower shall pay promptly upon receipt of invoices for all reasonable costs and expenses in connection with the preparation, drafting, execution and delivery of this Amending Agreement and

other documents to be delivered hereunder, including without limitation, the fees and out-of-pocket expenses of the Agent, the fees and out-of-pocket expenses of legal counsel to the Agent and the Lenders with respect thereto and with respect to advising the Agent and the Lenders as to its or their rights and responsibilities under this Amending Agreement and the other documents to be delivered hereunder.

3. Representations and Warranties

3.1 The Borrower hereby represents and warrants to and in favour of the Agent and the Lenders that:

- (a) each of the representations and warranties made in the Credit Agreement and the other Credit Documents are complete, true and correct in all material respects as if made as of the Effective Date and, to the extent made in respect of Credit Documents to which the Borrower is a party, as if made with respect to the authorization, execution, delivery and performance of this Amending Agreement; and
- (b) no Default or Event of Default has occurred which is continuing.

4. Conditions Precedent

4.1 This Amending Agreement shall become effective as of the Effective Date upon the Agent having received, in form and substance satisfactory to the Agent:

- (a) a duly executed copy of this Amending Agreement executed by the parties hereto;
- (b) a duly executed copy of a confirmation agreement executed by the Borrower and each Guarantor; and
- (c) all reasonable out-of-pocket fees and expenses (including without limitation, reasonable legal fees and expenses) of the Agent in connection with the execution of this Amending Agreement, and the preparation, review, negotiation, execution and delivery of this Amending Agreement and all documents or instruments required to effect the purpose of this Amending Agreement.

The terms and conditions of this Section 4.1 are inserted for the sole benefit of the Agent and the Lenders and may be waived by the Agent in whole or in part without terms and conditions.

5. Miscellaneous

5.1 All capitalized terms used but not otherwise defined herein shall have the meanings respectively ascribed thereto in the Amended Credit Agreement.

5.2 The Credit Agreement and all covenants, terms and provisions thereof, except as expressly amended by this Amending Agreement, shall be and continue to be in full force and effect. The Credit Agreement, as amended hereby, is hereby ratified and confirmed and shall from and after the Effective Date continue in full force and effect as herein amended. On and after the date hereof, each reference to the "Credit Agreement" or other similar reference in any of the Credit Documents and all other agreements, documents and instruments delivered by all or any one or more of the Credit Parties, the Lenders, the Agent or any Subsidiary of the Borrower shall mean and be from and after the Effective Date a reference to the Credit Agreement as amended by this Amending Agreement.

- 5.3 This Amending 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 Amending Agreement. For the purposes of this Section 5.3, the delivery of a facsimile copy or pdf emailed copy of an executed counterpart of this Amending Agreement shall be deemed to be valid execution and delivery of this Amending Agreement, but the party delivering a facsimile copy or pdf emailed copy shall deliver an original copy of this Amending Agreement as soon as possible after delivering the facsimile copy or pdf emailed copy.
- 5.4 This Amending Agreement constitutes a Credit Document for all purposes of the Credit Agreement.
- 5.5 This Amending Agreement shall 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 Amending 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.
- 5.6 This Amending Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.
- 5.7 The provisions of the Credit Agreement, as amended by the provisions of this Amending Agreement, are hereby ratified, confirmed and approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the day and year first written above.

FLINT CORP.

Per: (signed) “*Murray Desrosiers*”

Name: Murray Desrosiers

Title: Interim Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY
OF CANADA, as Agent**

Per: (signed) “*Shannon Grover*”

Name: Shannon Grover

Title: Manager, Corporate Trust

Per: (signed) “*Luci Scholes*”

Name: Luci Scholes

Title: Corporate Trust Officer

**CANSO INVESTMENT COUNSEL LTD., in
its capacity as portfolio manager acting for and
on behalf of LYSANDER-CANSO BANK
LOAN FUND, as Lender**

Per: (signed) “*Joe Morin*”

Name: Joe Morin

Title: Portfolio Manager

CANSO INVESTMENT COUNSEL LTD., in its capacity as portfolio manager acting for and on behalf of **CANSO CORPORATE VALUE FUND**, as Lender

Per: (signed) “*Joe Morin*”

Name: Joe Morin

Title: Portfolio Manager

CANSO INVESTMENT COUNSEL LTD., in its capacity as portfolio manager acting for and on behalf of **CANSO BANK LOAN FUND**, as Lender

Per: (signed) “*Joe Morin*”

Name: Joe Morin

Title: Portfolio Manager