EXECUTION VERSION

BUSINESS COMBINATION AGREEMENT

between

ARC RESOURCES LTD.

and

SEVEN GENERATIONS ENERGY LTD.

February 10, 2021

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BUSINESS COMBINATION AGREEMENT

THIS BUSINESS COMBINATION AGREEMENT dated the 10th day of February, 2021

BETWEEN:

ARC RESOURCES LTD., a corporation existing under the laws of the Province of Alberta ("**ARC**")

- and -

SEVEN GENERATIONS ENERGY LTD., a corporation existing under the laws of Canada ("**7G**")

WHEREAS ARC and 7G wish to complete a transaction involving the acquisition by ARC of all the issued and outstanding 7G Shares in exchange for ARC Shares, all in accordance with the terms set out herein;

AND WHEREAS ARC and 7G wish to carry out the transactions contemplated by this Agreement by way of a plan of arrangement of 7G under the provisions of the CBCA;

AND WHEREAS the ARC Board and the 7G Board have determined that it would be in the best interests of ARC and 7G, respectively, to enter into this Agreement and to complete the transactions contemplated herein;

AND WHEREAS concurrently with the execution of this Agreement, ARC has entered into the 7G Support Agreements with the Supporting 7G Shareholders and 7G has entered into the ARC Support Agreements with the Supporting ARC Shareholders;

AND WHEREAS the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters related to the transactions herein provided for;

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Whenever used in this Agreement, including the preamble and recitals hereto, unless there is something in the context or subject matter inconsistent therewith, the following defined words and terms have the indicated meanings and grammatical variations of such words and terms have corresponding meanings:

"**2021 7G Incentives**" has the meaning ascribed thereto in Section 2.10(g);

"**7G**" means Seven Generations Energy Ltd., a corporation existing under the CBCA;

"**7G 2013 Option Plan**" means the amended and restated option plan of 7G dated as of August 28, 2013;

"**7G 2013 Options**" means the options to purchase 7G Shares, whether vested or unvested, granted pursuant to the 7G 2013 Option Plan;

"**7G 2014 DSU Plan**" means the deferred share unit plan of 7G dated effective August 27, 2014, as amended in accordance with its terms from time to time;

"**7G 2014 DSUs**" means the deferred share units, whether vested or unvested, granted pursuant to the 7G 2014 DSU Plan;

"**7G 2014 Option Plan**" means the amended and restated option plan of 7G dated as of August 27, 2014;

"**7G 2014 Options**" means the options to purchase 7G Shares, whether vested or unvested, granted pursuant to the 7G 2014 Option Plan;

"**7G 2014 PRSU Plan**" means the performance and restricted share unit plan of 7G dated effective August 27, 2014, as amended in accordance with its terms from time to time;

"**7G 2014 PSUs**" means the performance share units, whether vested or unvested, granted pursuant to the 7G 2014 PRSU Plan;

"**7G 2014 RSUs**" means the restricted share units, whether vested or unvested, granted pursuant to the 7G 2014 PRSU Plan;

"**7G 2017 Option Plan**" means the stock option plan of 7G dated of May 4, 2017 as amended in accordance with its terms from time to time;

"**7G 2017 Options**" means the options to purchase 7G Shares, whether vested or unvested, granted pursuant to the 7G 2017 Option Plan;

"**7G 2017 PRSU Plan**" means the performance and restricted share unit plan of 7G dated effective May 4, 2017, as amended in accordance with its terms from time to time;

"**7G 2017 PSUs**" means the performance share units, whether vested or unvested, granted pursuant to the 7G 2017 PRSU Plan;

"**7G 2017 RSUs**" means the restricted share units, whether vested or unvested, granted pursuant to the 7G 2017 PRSU Plan;

"**7G 2019 DSU Plan**" means the deferred share unit plan of 7G dated December 13, 2019;

"**7G 2019 DSUs**" means the deferred shares units, whether vested or unvested, granted pursuant to the 7G 2019 DSU Plan;

"**7G 2020 Financial Statements**" means, collectively, the management prepared unaudited consolidated financial statements of 7G as at and for the years ended December 31, 2020 and 2019, together with the notes thereto, attached as Exhibit A of the 7G Disclosure Letter;

"**7G 2019 Reserves Report**" means the report prepared by McDaniel dated February 26, 2020 evaluating the light and medium crude oil, conventional natural gas, shale gas and NGLs reserves attributable to certain of the assets of 7G as at December 31, 2019;

"**7G 2020 PRSU Plan**" means the performance and restricted share unit plan of 7G dated effective May 5, 2020;

"**7G 2020 PSUs**" means the performance share awards, whether vested or unvested, granted pursuant to the 7G 2020 PRSU Plan;

"**7G 2020 Reserves Report**" means the report prepared by McDaniel to be dated on or about Feburary 17, 2021 evaluating the light and medium crude oil, conventional natural gas, shale gas and NGLs reserves attributable to certain of the assets of 7G as at December 31, 2020;

"**7G 2020 RSUs**" means the restricted share awards, whether vested or unvested, granted pursuant to the 7G PRSU Plan;

"**7G 2025 Notes**" means the 5.375% senior notes of 7G due September 30, 2025;

"**7G Accelerated Incentive Securities**" has the meaning ascribed thereto in Section 2.10(b);

"**7G Balance Sheet**" has the meaning ascribed thereto in Section (cc) of Schedule "E";

"**7G Board**" means the board of directors of 7G;

"**7G Board Recommendation**" has the meaning ascribed thereto in Section 2.2(a);

"**7G Capital Program**" means the capital program of 7G disclosed in writing by 7G to ARC;

"**7G Disclosure Letter**" means the disclosure letter dated the Agreement Date from 7G to ARC;

"**7G Disposition Event**" has the meaning ascribed thereto in Section 7.3;

"**7G DSU Plans**" means the 7G 2014 DSU Plan and the 7G 2019 DSU Plan;

"**7G DSUs**" means the 7G 2014 DSUs and the 7G 2019 DSUs;

"**7G Employee Plans**" has the meaning ascribed thereto in Section (qq) of Schedule "E";

"**7G Employees**" means individuals employed by 7G or 7G Subsidiary on a full-time, part-time or temporary basis;

"**7G Fairness Opinion**" means the opinion of CIBC World Markets Inc., as financial advisor to 7G, to the effect that, as of the date of such opinion, and subject to the assumptions made and limitations and qualifications included therein, the exchange ratio pursuant to the Articles of Arrangement is fair, from a financial point of view, to the 7G Shareholders;

"**7G Financial Statements**" means, collectively, the audited consolidated financial statements of 7G as at and for the years ended December 31, 2019 and 2018, together with the notes thereto and the auditor's report thereon, and the interim unaudited financial statements of 7G as at September 30, 2020 and for the three and nine month periods ended September 30, 2020 and 2019, together with the notes thereto;

"**7G Group**" has the meaning ascribed thereto in Section 3.2(a);

"**7G Incentive Plans**" means, collectively, the 7G 2013 Option Plan, the 7G 2014 DSU Plan, the 7G 2014 Option Plan, the 7G 2014 PRSU Plan, the 7G 2017 PRSU Plan, the 7G 2017 Option Plan, the 7G 2019 DSU Plan, the 7G 2020 PRSU Plan and the 7G Performance Warrant Certificates;

"**7G Incentives**" means, collectively, the 7G 2013 Options, the 7G 2014 DSUs, the 7G 2014 Options, the 7G 2014 PSUs, the 7G 2014 RSUs, the 7G 2017 PSUs, the 7G 2017 RSUs, the 7G 2017 Options, the 7G 2019 DSUs, the 7G 2020 PSUs the 7G 2020 RSUs and the 7G Performance Warrants;

"**7G Information**" means the information describing 7G and its business, operations and affairs required to be included or incorporated by reference in the Circular under Applicable Canadian Securities Laws;

"**7G IP**" has the meaning ascribed thereto in Section (vv) of Schedule "E";

"**7G IT**" has the meaning ascribed thereto in Section (vv) of Schedule "E";

"**7G June 2023 Notes**" means the 6.875% senior notes of 7G due June 30, 2023;

"**7G May 2023 Notes**" means the 6.75% senior notes of 7G due May 1, 2023;

"**7G Material Contracts**" means the Contracts described in Section (v) of Schedule "E", together with all exhibits, schedules and amendments to such Contracts;

"**7G Meeting**" means the special meeting of 7G Shareholders to be called and held in accordance with this Agreement and the Interim Order to permit the 7G Shareholders to consider the 7G Transaction Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

"**7G Notes**" means collectively, the 7G 2025 Notes, the 7G June 2023 Notes and the 7G May 2023 Notes;

"**7G Performance Warrant Certificates**" means the certificates representing the 7G Performance Warrants;

"**7G Performance Warrants**" means the performance warrants of 7G;

"**7G PSUs**" means collectively, the 7G 2014 PSUs, the 7G 2017 PSUs and the 7G 2020 PSUs;

"**7G Required Approval**" has the meaning ascribed thereto in Section 2.1(c)(ii)(A);

"**7G Shareholders**" means the holders of 7G Shares;

"**7G Shares**" means the class A common shares of 7G as constituted on the Agreement Date;

"**7G Subsidiary**" means Seven Generations Energy (US) Corp.;

"**7G Support Agreements**" means the support agreements entered into between the Supporting 7G Shareholders and ARC, dated as of the Agreement Date, in the form attached as Schedule "F" hereto;

"**7G Transaction Resolution**" means the special resolution in respect of the Business Combination to be considered by the 7G Shareholders at the 7G Meeting, substantially in the form included in Schedule "B" attached hereto;

"**7G Termination Amount**" has the meaning ascribed thereto in Section 7.3;

"**ABCA**" means the Business Corporations Act, RSA 2000, c B-9;

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement and other than any transaction involving only a Party and one or more of its wholly-owned subsidiaries, any proposal, expression of interest, inquiry or offer from, or public announcement of an intention by, any Person, or group of Persons "acting jointly or in concert" within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*, whether or not in writing and whether or not delivered to a Party's shareholders and whether or not subject to due diligence or other conditions, or whether in one transaction or a series of transactions, that relates to, or may reasonably be expected to relate to:

(a) any direct or indirect sale, issuance or acquisition of shares or other securities (or securities convertible or exercisable for shares or other securities) of a Party that, when taken together with the shares and other securities of such Party held by the proposed acquiror and any Person acting jointly or in concert with such acquiror, represent 20% or more of any class of equity or voting securities of such Party or rights or interests therein and thereto;

(b) any direct or indirect acquisition or purchase of 20% or more of the assets (or any joint venture, lease, long-term supply agreement or other arrangement having the same economic effect as an acquisition or purchase) of a Party and its subsidiaries taken as a whole (and, for greater certainty, assets shall include shares of subsidiaries owned by a Party);

(c) an amalgamation, arrangement, share exchange, merger, business combination, joint venture, consolidation, recapitalization, liquidation, dissolution, winding-up, reorganization or other similar transaction involving a Party or its subsidiaries that collectively own assets to which 20% or more of such Party's revenues or earnings on a consolidated basis are attributable;

(d) any take-over bid, issuer bid, exchange offer or similar transaction involving a Party or its subsidiaries that, if consummated, would result in a Person or group of Persons acting jointly or in concert with such Person acquiring beneficial ownership of 20% or more of any class of equity or voting securities of such Party; or

(e) any transaction that would reasonably be expected to materially reduce the benefits to the Other Party of the Business Combination or impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Business Combination;

"**AFEs**" has the meaning ascribed thereto in Section 7.6(a);

"**affiliate**" means any Person that is affiliated with another Person in accordance with the meaning of the Securities Act;

"**Agreement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to this Business Combination Agreement (including the Schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;

"**Agreement Date**" means February 10, 2021;

"**Anti-Corruption Laws**" means collectively, the applicable legislation implementing the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, FCPA, the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the rules and regulations promulgated thereunder or under any other applicable legislation of any jurisdiction covering a similar subject matter;

"**Applicable Canadian Securities Laws**" means, collectively, the Securities Act or similar statutes of each of the provinces and territories of Canada and the respective rules and regulations under such laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the provinces and territories of Canada and all rules, by-laws and regulations governing the TSX;

"**Applicable Laws**" means, in any context that refers to one or more Persons or its or their respective businesses, activities, properties, assets, undertakings or securities, the Laws that apply to such Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and, for greater certainty, includes Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

"**Applicable U.S. Securities Laws**" means federal and state securities legislation of the United States and all rules, regulations and orders promulgated thereunder;

"**ARC**" means ARC Resources Ltd., a corporation existing under the ABCA;

"**ARC 2012 LTIP**" means the long term incentive plan of ARC dated as of August 1, 2012;

"**ARC 2012 PSUs**" means the performance share awards, whether vested or unvested, granted pursuant to the ARC 2012 LTIP;

"**ARC 2012 RSUs**" means the restricted share awards, whether vested or unvested, granted pursuant to the ARC 2012 LTIP;

"**ARC 2019 LTIP**" means the amended and restated long term incentive plan of ARC dated as of March 7, 2019;

"**ARC 2019 PSUs**" means the performance share awards, whether vested or unvested, granted pursuant to the ARC 2019 LTIP;

"**ARC 2019 RSUs**" means the restricted share awards, whether vested or unvested, granted pursuant to the ARC 2019 LTIP;

"**ARC 2020 LTIP**" means the long term incentive plan of ARC dated as of November 6, 2020;

"**ARC 2020 PSUs**" means the performance share awards, whether vested or unvested, granted pursuant to the ARC 2020 LTIP;

"**ARC 2020 Reserves Report**" means the report prepared by GLJ and dated January 29, 2021 evaluating the crude oil, natural gas, natural gas liquids, and sulphur reserves attributable to ARC's properties as at December 31, 2020, a true and complete copy of which has been disclosed in writing by ARC to 7G;

"**ARC 2020 RSUs**" means the restricted share awards, whether vested or unvested, granted pursuant to the ARC 2020 LTIP;

"**ARC Balance Sheet**" has the meaning ascribed thereto in Section (dd) of Schedule "D";

"**ARC Board**" means the board of directors of ARC;

"**ARC Board Recommendation**" has the meaning ascribed thereto in Section 2.3(a);

"**ARC Capital Program**" means the capital program of ARC disclosed in writing by ARC to 7G;

"**ARC Disclosure Letter**" means the disclosure letter dated the Agreement Date from ARC to 7G;

"**ARC Disposition Event**" has the meaning ascribed thereto in Section 7.2;

"**ARC DSU Plan**" means the deferred share unit plan of ARC dated January 1, 2011, as amended in accordance with its terms from time to time;

"**ARC DSUs**" means the deferred share units granted pursuant to the ARC DSU Plan;

"**ARC Employee Plans**" has the meaning ascribed thereto in Section (rr) of Schedule "D";

"**ARC Fairness Opinion**" means, the opinion of RBC Dominion Securities Inc. as financial advisor to ARC, to the effect that, as of the date of such opinion, and subject to the assumptions made and limitations and qualifications included therein, the exchange ratio pursuant to the Plan of Arrangement is fair, from a financial point of view, to the ARC Shareholders;

"**ARC Financial Statements**" means, the audited consolidated financial statements of ARC as at and for the years ended December 31, 2020 and 2019, together with the notes thereto and the auditor's report thereon, a true and complete copy of which has been disclosed in writing by ARC to 7G;

"**ARC Group**" has the meaning ascribed thereto in Section 3.1(a);

"ARC Incentive Plans" means, collectively, the ARC DSU Plan, the ARC 2012 LTIP, the ARC 2019 LTIP, the ARC 2020 LTIP, the ARC LTRSA Plan and the ARC Option Plan;

"**ARC Incentives**" means, collectively, the ARC DSUs, the ARC 2012 PSUs, the ARC 2019 PSUs, the ARC 2020 PSUs, the ARC 2012 RSUs, the ARC 2019 RSUs, the ARC 2020 RSUs, the ARC LTRSAs and the ARC Options;

"**ARC Information**" means the information describing ARC and its business, operations and affairs required to be included or incorporated by reference in the Circular under Applicable Canadian Securities Laws;

"**ARC IP**" has the meaning ascribed thereto in Section (ww) of Schedule "D";

"**ARC IT**" has the meaning ascribed thereto in Section (ww) of Schedule "D";

"**ARC LTRSA Plan**" means the long term restricted share award plan of ARC dated May 30, 2015, as amended in accordance with its terms from time to time;

"**ARC LTRSAs**" means the long term restricted share awards, whether vested or unvested, granted pursuant to the ARC LTRSA Plan;

"**ARC Material Contracts**" means the Contracts described in Section (w) of Schedule "D", together with all exhibits, schedules and amendments to such Contracts;

"**ARC Meeting**" means the special meeting of ARC Shareholders to be called to permit the ARC Shareholders to consider Share Issuance Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

"**ARC Notes**" means collectively, the ARC Series D Notes, the ARC Series E Notes, the ARC Series F Notes, the ARC Series G Notes, the ARC Series H Notes and the ARC Series I Notes;

"**ARC Option Plan**" means the share option plan of ARC dated as of January 1, 2011, as amended in accordance with its terms from time to time;

"**ARC Options**" means the options to purchase ARC Shares, whether vested or unvested, granted pursuant to the ARC Option Plan;

"**ARC PSUs**" means collectively, the ARC 2012 PSUs, ARC 2019 PSUs and ARC 2020 PSUs;

"**ARC RSUs**" means collectively, the ARC 2012 RSUs, ARC 2019 RSUs and ARC 2020 RSUs;

"**ARC Series D Notes**" means the 8.21% series D notes of ARC due April 14, 2021;

"**ARC Series E Notes**" means the 3.72% series E notes of ARC due September 25, 2026;

"**ARC Series F Notes**" means the 5.36% series F notes of ARC due May 27, 2022;

"**ARC Series G Notes**" means the 3.31% series G notes of ARC due August 23, 2021;

"**ARC Series H Notes**" means the 3.81% series H notes of ARC due August 23, 2024;

"**ARC Series I Notes**" means the 4.49% series I notes due August 23, 2024;

"**ARC Shareholders**" means the holders of ARC Shares;

"**ARC Shares**" means the common shares of ARC as constituted on the Agreement Date;

"**ARC Subsidiary**" means ARC Resources U.S. Energy Marketing Ltd.;

"**ARC Support Agreements**" means the support agreements entered into between the Supporting ARC Shareholders and 7G, dated as of the Agreement Date, in the form attached as Schedule "F" hereto;

"**ARC Termination Amount**" has the meaning ascribed thereto in Section 7.2;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Plan of Arrangement required under section 192(6) of the CBCA to be filed with the Director after the Final Order has been granted and all other conditions precedent to the Business Combination have been satisfied or waived, to give effect to the Business Combination;

"**associate**" has the meaning ascribed thereto in the Securities Act;

"**Business Combination**" means the business combination, pursuant to section 192 of the CBCA, on the terms set out in the Plan of Arrangement, as supplemented, modified or amended in accordance with the Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Business Day**" means, with respect to any action to be taken, any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

"**CBCA**" means the *Canada Business Corporations Act*, RSC 1985, c C-44;

"**Certificate**" means the certificate or other proof of filing to be issued by the Director pursuant to section 192(7) of the CBCA in respect of the Articles of Arrangement;

"**Circular**" means the joint management information circular of 7G and ARC to be sent by 7G to the 7G Shareholders (and any other Persons required by the Interim Order) in connection with the 7G Meeting and to be sent by ARC to the ARC Shareholders (and any other Persons required by the ABCA) in connection with the ARC Meeting, together with any amendments thereto or supplements thereof;

"**Commissioner**" means the Commissioner of Competition appointed under the Competition Act or any Person authorized to exercise the powers and perform the duties of the Commissioner of Competition and includes the Commissioner's representatives where the context requires;

"**Competition Act**" means the *Competition Act*, RSC 1985, c C-34;

"**Competition Act Approval**" means the occurrence of one or more of the following, in respect of the transactions contemplated by this Agreement:

(a) the Commissioner shall have issued a Competition Act ARC; or

(b) both (i) the Commissioner shall have issued a No Action Letter, on terms and conditions satisfactory to ARC and 7G, each acting reasonably, and (ii) either the waiting period has expired or been terminated by the Commissioner under sections 123(1) or 123(2), respectively, of the Competition Act, or the obligation to provide a pre-merger notification in accordance with Part IX of the Competition Act has been waived by the Commissioner under section 113(c) thereof;

"**Competition Act ARC**" means an advance ruling certificate issued by the Commissioner under section 102 of the Competition Act;

"**Confidentiality Agreement**" means collectively, the confidentiality agreement between ARC and 7G dated August 21, 2020, as amended from time to time and the common interest privilege agreement between ARC and 7G dated January 13, 2021;

"**Contract**" means, with respect to a Party, a contract, lease, instrument, note, bond, debenture, mortgage, agreement, arrangement or understanding, written or oral, to which such Party, or any of its subsidiaries, is a Party or under which such Party or any of its subsidiaries is bound, has unfulfilled obligations or contingent liabilities or is owed unfulfilled obligations, whether known or unknown, and whether asserted or not;

"**Court**" means the Court of Queen's Bench of Alberta;

"**CPPIB**" means Canada Pension Plan Investment Board;

"**CTA Approval**" means that the Minister of Transport has been notified of the transactions contemplated by this Agreement pursuant to section 53.1 of the *Canada Transportation Act* and either: (i) the Minister of Transport has given written notice to ARC that he is of the opinion that the transactions contemplated by this Agreement do not raise issues with respect to the public interest as it relates to national transportation; or (ii) if the Minister of Transport is of the opinion that the transactions contemplated by this Agreement raise issues with respect to the public interest as it relates to national transportation, the Governor-in-Council has approved the transactions contemplated by this Agreement;

"**Depositary**" means Computershare Investor Services Inc., or such other Person that may be appointed by the Parties in connection with the Business Combination for the purpose of receiving deposits of certificates formerly representing 7G Shares;

"**Debt Commitment Letter**" means, collectively, the executed debt commitment letter as in effect on the Agreement Date and delivered to 7G and related term sheets and fee letters to provide Debt Financing to ARC, in each case, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent permitted hereunder;

"**Debt Financing**" means the commitments and/or the financing under the Debt Commitment Letter and/or any other financing the proceeds of which are intended to be used to complete the refinancings described therein;

"**Debt Financing Sources**" means the agents, arrangers, lenders, underwriters and other Persons that have committed or been engaged to provide or arrange (including through soliciting purchasers of, or otherwise placing, notes or other debt) or otherwise entered into agreements in connection with all or any part of the Debt Financing, including the parties to any joinder agreements, indentures or credit agreements entered into in connection therewith, together with their respective affiliates and their and their respective affiliates' officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns;

"**Director**" means the Director appointed under section 260 of the CBCA;

"**Disclosing Party**" has the meaning ascribed thereto in Section 7.9(a);

"**Dissent Rights**" has the meaning ascribed thereto in the Plan of Arrangement;

"**Economic Sanctions**" means the economic sanctions of the United States administered by OFAC, Global Affairs Canada or Public Safety Canada or any Applicable Law or executive order relating thereto;

"**Effective Date**" means the date the Business Combination becomes effective in accordance with the CBCA;

"**Effective Time**" means the time on the Effective Date when the Business Combination becomes effective in accordance with the CBCA;

"**Encumbrance**" means, any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, Contract or otherwise) capable of becoming any of the foregoing;

"**Environment**" means the natural components of the earth and includes: (i) any land (including land surface or subsurface strata), soil or underground space, surface water, ground water, body of water, sediment, and air (including all layers of the atmosphere); (ii) all organic and inorganic matter and living organisms; (iii) the interacting natural systems that include components referred to in clauses (i) and (ii); (iv) the environment or natural environment as defined in any Environmental Laws; and (v) any other environmental medium or natural resource;

"**Environmental Laws**" means, with respect to any one or more Persons or its or their business, activities, property, assets or undertaking, all Laws relating to the Environment or health and safety matters of the jurisdictions applicable to such Person or Persons or its or their business, activities, property, assets or undertaking, including Laws relating

to the storage, use, handling, manufacture, processing, labelling, advertising, sale, display, transportation, treatment, Release or disposal of, or exposure to, Hazardous Substances;

"**FCPA**" means U.S. *Foreign Corrupt Practices Act of 1977*, as amended;

"**Final Order**" means the order of the Court approving the Business Combination pursuant to section 192(4) of the CBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Financing Documents**" has the meaning ascribed thereto in Section 3.7(a);

"**Financing Materials**" has the meaning ascribed thereto in Section 3.8(c);

"**GLJ**" means GLJ Ltd.;

"**Governmental Authority**" means any: (i) domestic or foreign federal, territorial, provincial, state, regional, municipal or local governmental, regulatory or administrative authority, department, court, agency, commission, board or tribunal, arbitral body, bureau, ministry, agency or instrumentality or official, including any political subdivision thereof; (ii) quasi-governmental or private body exercising regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iii) any stock exchange;

"**Governmental Authorizations**" means licenses, permits, certificates, consents, orders, grants, registrations, recognition orders, exemption relief orders, no-action relief and other authorizations (including in connection with Environmental Laws) from any Governmental Authority;

"**Hazardous Substances**" means any pollutant, substance, dangerous substance, toxic substance, hazardous material, hazardous substance, waste, hazardous waste, dangerous good or contaminant, whether natural or artificial, and all breakdown substances, including any other material or substance that is prohibited, listed, defined, designated, classified or regulated under or pursuant to any Environmental Laws, and specifically including petroleum and all derivatives thereof and synthetic substitutes therefor;

"**Hedging Transaction**" means: (i) any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity loan, commodity consignment, commodity lease, commodity swap, commodity option, commodity purchase or sale (including, a forward Contract and whether settled by physical or financial delivery), equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, transaction to buy, sell, borrow or lend securities or any other similar transaction (including any option with respect to any of these transactions); and (ii) any derivative or combination of these transactions;

"**HSR Act**" means the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* (United States);

"**HSR Approval**" means, in respect of the transactions contemplated by this Agreement, that all applicable waiting periods under the HSR Act have expired or been terminated including any extension thereof;

"**IFRS**" means accounting principles generally accepted in Canada applicable to public companies at the relevant time and which incorporates International Financial Reporting Standards as adopted by the Canadian Accounting Standards Boards;

"**Information Technology**" means all computer, information technology, data processing, and communications systems, components, facilities, and services, including all software, hardware, networks, interfaces, platforms, databases and related data, switches, telecommunications equipment, operating systems, websites, website content, links, and equipment relating to the transmission, storage, maintenance, organization, presentation, generation, processing, or analysis of data and information, whether or not in electronic format;

"**Intellectual Property Rights**" means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, copyright law, industrial design law, confidential information law (including breach of confidence), trade secret law, trademark law, and any other industrial or intellectual property laws, including legislation by competent governmental authorities and judicial decisions under common law or equity;

"**Interim Order**" means the interim order of the Court concerning the Business Combination under section 192(4) of the CBCA, containing declarations and directions with respect to the Business Combination and the holding of the 7G Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules, whether or not codified;

"**Key Regulatory Approvals**" means the Competition Act Approval, the CTA Approval and the HSR Approval;

"**Laws**" means all laws (including, for greater certainty, common law), statutes, regulations, bylaws, statutory rules, orders, ordinances, protocols, codes, guidelines, notices and directions enacted by a Governmental Authority (including all Applicable Canadian Securities Laws and all Applicable U.S. Securities Laws) and the terms and conditions of any grant of approval, permission, judgment, decision, ruling, award, authority or license of any Governmental Authority or self-regulatory authority;

"**Matching Period**" has the meaning ascribed thereto in Section 7.1(d);

"**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to either Party, any fact or state of facts, circumstance, change, effect, occurrence or event that individually is or in the aggregate are, or would individually or in the aggregate reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, properties, capitalization, liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of the Party and its subsidiaries, taken as a whole, except to the extent of any fact or state of facts, circumstance, change, effect, occurrence or event resulting from or arising in connection with:

(a) any change, development or condition generally affecting the industries, businesses or segments thereof in which such Party and its respective subsidiaries operate;

(b) any change, development or condition in or relating to global, national or regional political conditions (including strikes, lockouts, riots, blockades or facility takeover for emergency purposes) or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial or capital markets;

(c) any change, development or condition resulting from any act of terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of terrorism, hostilities or war;

(d) any adoption, proposal, implementation or change in Law or in any interpretation, application or non-application of any Laws by any governmental entity (including, for greater certainty, any change to the Tax Act or other applicable taxing legislation or to tax rates);

(e) any change in applicable generally accepted accounting principles, including IFRS, or changes in regulatory accounting requirements applicable to the oil and gas exploration, development and production businesses;

(f) any climatic, earthquake or other natural event or condition (including weather conditions and any natural disaster);

(g) any epidemic, pandemic, disease outbreak (including COVID-19), other health crisis or public health event;

(h) any decline in the market price for crude oil, natural gas or related hydrocarbons on a current or forward basis;

(i) any actions taken (or omitted to be taken) at the written request of the Other Party;

(j) any action taken by the Party or any of its subsidiaries that is required pursuant to this Agreement (excluding any obligation to act in the ordinary course of business, but, for greater certainty, including any steps taken pursuant to Sections 3.3);

(k) any matter which has been filed by the Party since January 1, 2020 and prior to the Agreement Date with any securities commission or similar regulatory authority in compliance, or intended compliance, with Applicable Canadian Securities Laws, which is available for public viewing on the Party's profile on SEDAR at *www.sedar.com*;

(l) the execution, announcement, pendency or performance of the Business Combination Agreement or the consummation of the Business Combination;

(m) the failure of the Party to meet any internal, published, public or analyst projections, forecasts, guidance or estimates, including without limitation of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); or

(n) any change in the market price, credit rating or trading volume of any securities of the Party (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, however, that: (i) with respect to clauses (a) through and including (h), such matter does not have a materially disproportionate effect on the business, operations, results of operations, assets, properties, capitalization, liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of such Party and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the oil and gas industry (in which case the incremental disproportionate effect may be taken into account in determining whether there has been, or is reasonably expected to be, a Material Adverse Effect); and (ii) unless expressly provided in any particular section of this Agreement, references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a "Material Adverse Effect" has occurred;

"**material change**" has the meaning ascribed thereto in the Securities Act;

"**Material Subsidiary**" means a subsidiary, the total assets of which constitute more than 10% of the consolidated assets of ARC or 7G (as applicable) as at September 30, 2020, the total liabilities of which constitute more than 10% of the consolidated liabilities of ARC or 7G (as applicable) as at September 30, 2020, or the total revenues of which constitute more than 10% of the consolidated revenues of ARC or 7G (as applicable), respectively, for the nine months ended September 30, 2020;

"**McDaniel**" McDaniel & Associates Consultants Ltd.;

"**misrepresentation**" has the meaning ascribed thereto in the Securities Act;

"**Money Laundering Laws**" means collectively, the applicable anti-money laundering statutes and the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency;

"**No Action Letter**" means a written confirmation from the Commissioner that he does not, at that time, intend to make an application under section 92 of the Competition Act;

"**Non-Continuing 7G Officers**" has the meaning ascribed thereto in Section 2.9(a);

"**OFAC**" means the Office of Foreign Assets Control of the U.S. Treasury Department;

"**OHSL**" means Occupational Health and Safety legislation;

"**Order**" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Authority (in each case, whether temporary, preliminary or permanent);

"**Other Party**" means: (i) with respect to ARC, 7G; and (ii) with respect to 7G, ARC;

"**Outside Date**" means July 5, 2021; provided that if the Key Regulatory Approvals have not been received by July 5, 2021, the Outside Date shall be August 24, 2021, or such later date as may be agreed to in writing by the Parties;

"**Parties**" means ARC and 7G, and "**Party**" means either of them;

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Personal Information**" means any information that is defined as "personal information", "personally identifiable information", or "personal data" under applicable Law;

"**Plan of Arrangement**" means the plan of arrangement in the form attached hereto as Schedule "A", as the same may be amended or supplemented from time to time in accordance with the terms hereof, thereof or at the direction of the Court in the Final Order;

"**Receiving Party**" has the meaning ascribed thereto in Section 7.1(c);

"**Recipient**" has the meaning ascribed thereto in Section 7.9(a);

"**Release**" means any release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, migration, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into or through the Environment that would constitute a violation of Environmental Law;

"**Representatives**" has the meaning ascribed thereto in Section 7.1(a);

"**Responding Party**" has the meaning ascribed thereto in Section 7.1(c);

"**Return**" means any report, return, statement, claim for refund, estimate, election, designation, form, declaration of estimated tax, information statement and return relating to, or required to be filed or actually filed with a Governmental Authority in connection with, any Taxes;

"**Securities Act**" means the *Securities Act*, RSA 2000, c S-4;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Share Issuance Resolution**" means the ordinary resolution to be considered by the ARC Shareholders at the ARC Meeting, substantially in the form included in Schedule "C" attached hereto;

"**subsidiary**" has the meaning ascribed thereto in the Securities Act;

"**Superior Proposal**" means an unsolicited bona fide written Acquisition Proposal:

(a) that complies with all Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

(b) that is not subject to a financing condition;

(c) that is not subject to any due diligence condition that would require access to the books and records, personnel or property of the Party beyond 5:00 p.m. (Calgary time) on the fifth Business Day after which access is first afforded to the Person making the Acquisition Proposal (provided, however, that the foregoing shall not restrict the ability of such Person to continue to review after such period information provided to it by such Party during such five Business Day period);

(d) to acquire not less than all of the applicable Party's outstanding common shares or not less than substantially all of the assets, properties, permits, rights or other privileges (whether contractual or otherwise) of the applicable Party and its subsidiaries and partnership interests;

(e) that the applicable Party's board of directors and any relevant committee thereof has determined in good faith (after receipt of advice from its professional financial advisors and external legal counsel) is reasonably capable of being consummated without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person making such Acquisition Proposal; and

(f) that the applicable Party's board of directors and/or any relevant committee thereof determines in good faith, after consultation with its professional financial advisors, would be, if consummated in accordance with its terms, more favourable, from a financial point of view, to the holders of its common shares than the Business Combination;

"**Support Agreements**" means collectively, the 7G Support Agreements and the ARC Support Agreements;

"**Supporting 7G Shareholders**" means each of the directors and executive officers of 7G and CPPIB;

"**Supporting ARC Shareholders**" means each of the directors and executive officers of ARC;

"**Tax**" or "**Taxes**" means all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Applicable Laws and howsoever denominated, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, large corporation, capital gain, minimum, transfer, land transfer, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, stamp, withholding, business, franchising, property, employer health, payroll, employment, employment insurance, health and health insurance, social services, education and social security taxes, fuel taxes or levies, all surtaxes, all customs duties and import and export taxes, pension plan and workers compensation premiums or contributions, royalties, carbon taxes or levies and other obligations of the same or of a similar nature to any of the foregoing;

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp);

"**Third Party Beneficiaries**" has the meaning ascribed thereto in Section 11.9;

"**Transferred Information**" has the meaning ascribed thereto in Section 7.9(a);

"**TSX**" means the Toronto Stock Exchange;

"**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended;

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended; and

"**U.S. Treasury Regulations**" means the Treasury regulations promulgated under the Internal Revenue Code.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereto" and "hereunder" and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder is not a Business Day, such action shall be taken on the next succeeding day that is a Business Day.

1.5 Entire Agreement

This Agreement, the Confidentiality Agreement (to the extent that the provisions of the Confidentiality Agreement have not been superseded by the provisions of this Agreement), together with the agreements and documents referred to herein and therein, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. For greater certainty, the Support Agreements are separate agreements between the parties thereto and are unaffected by this Section 1.5.

1.6 Currency

Unless otherwise indicated, all sums of money referred to in this Agreement are expressed in lawful money of Canada.

1.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature that are required to be made shall be made in a manner consistent with IFRS.

1.8 Disclosure in Writing

Reference to "disclosure in writing" or similar references herein shall, in the case of disclosure to ARC be references exclusively to the 7G Disclosure Letter, or in the case of disclosure to 7G be references exclusively to the ARC Disclosure Letter.

1.9 References to Legislation

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.10 Knowledge

In this Agreement, references to "to the knowledge of" means the actual knowledge of the Executive Officers of ARC or 7G, as the case may be, after such inquiry as such officers shall consider reasonable in the circumstances. For purposes of this Section 1.10 "Executive Officers" in the case of ARC means ARC's President &

Chief Executive Officer, Senior Vice President and Chief Financial Officer and all Vice Presidents, and in the case of 7G means 7G's President & Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Development Officer and all Vice Presidents.

1.11 No Strict Construction

The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

1.12 Schedules

The following schedules attached hereto are incorporated into, and form an integral part of, this Agreement:

SCHEDULE "A"	-	Plan of Arrangement
SCHEDULE "B"	-	Form of 7G Transaction Resolution
SCHEDULE "C"	-	Form of Share Issuance Resolution
SCHEDULE "D"	-	Representations and Warranties of ARC
SCHEDULE "E"	-	Representations and Warranties of 7G
SCHEDULE "F"	-	Forms of Support Agreement

ARTICLE 2
THE BUSINESS COMBINATION AND MEETINGS

2.1 Plan of Arrangement

(a) Subject to the terms and conditions of this Agreement, the Parties agree to carry out the Business Combination in accordance with the terms of the Plan of Arrangement.

(b) As soon as reasonably practicable after the Agreement Date, but in any event by no later than February 24, 2021, 7G will apply to the Court, in a manner acceptable to ARC, acting reasonably, for the Interim Order and thereafter will diligently seek the Interim Order in cooperation with ARC. Upon receipt of the Interim Order, 7G will promptly carry out the terms of the Interim Order to the extent applicable to it.

(c) The application for an Interim Order referred to in Section 2.1(b) shall request that the Interim Order provide, among other things:

(i) for the classes of Persons to whom notice is to be provided in respect of the Business Combination and the 7G Meeting and for the manner in which such notice is to be provided;

(ii) that the requisite approval for the 7G Transaction Resolution to be placed before the 7G Shareholders at the 7G Meeting shall be:

(A) 66⅔% of the votes cast on the 7G Transaction Resolution by 7G Shareholders present in person (or virtually) or represented by proxy at the 7G Meeting (and that each 7G Shareholder is entitled to one vote for each 7G Share held);

(B) if required under Applicable Canadian Securities Laws, a simple majority of the votes cast on the 7G Transaction Resolution by 7G Shareholders present in person (or virtually) or represented by proxy at the 7G Meeting after excluding the votes cast by those persons whose votes are required to be excluded in accordance with Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*; and

(C) such other approvals of the 7G Shareholders at the 7G Meeting as may be required by the TSX under Part VI of the TSX Company Manual,

(the "**7G Required Approval**");

(iii) for the method and manner in which amendments, revisions or supplements to the Circular (and any other materials sent by 7G in connection with the 7G Meeting), including material changes, may be mailed, filed or otherwise publicly disseminated to the 7G Shareholders and such other Persons as may be required by the Interim Order;

(iv) that, in all other respects, other than as ordered by the Court, the terms, restrictions and conditions of the constating documents of 7G, including quorum requirements and all other matters, shall apply in respect of the 7G Meeting;

(v) for the grant of Dissent Rights to the registered 7G Shareholders as set forth in the Plan of Arrangement;

(vi) that the 7G Meeting may be adjourned or postponed from time to time in accordance with the terms of this Agreement without the need for additional approval of the Court;

(vii) confirmation of the record date for the purposes of determining the 7G Shareholders, entitled to receive materials and vote at the 7G Meeting in accordance with the Interim Order;

(viii) that such record date will not change in respect of any adjournment(s) or postponement(s) of the 7G Meeting, unless required by Applicable Laws;

(ix) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and

(x) for such other matters as the Parties may agree in writing, each acting reasonably.

(d) In the application referred to in Section 2.1(b), 7G shall inform the Court that ARC intends to rely on the exemption provided by section 3(a)(10) of the U.S. Securities Act for the issuance of ARC Shares, and that, in connection therewith, the Court will be required to approve the substantive and procedural fairness of the terms and conditions of the Business Combination to each Person to whom ARC Shares will be issued. Each Person to whom ARC Shares will be issued on completion of the Business Combination will be given adequate notice in accordance with the Interim Order advising them of their right to attend and appear before the Court at the hearing of the Court for the Final Order and providing them with adequate information to enable such Person to exercise such right.

(e) On the condition that all necessary approvals for the 7G Transaction Resolution are obtained from the 7G Shareholders and all necessary approvals for the Share Issuance Resolution are obtained from the ARC Shareholders, 7G shall, as soon as reasonably practicable following the 7G Meeting and the ARC Meeting but in any event not later than five Business Days after the 7G Transaction Resolution and the Share Issuance Resolution are duly passed, submit the Business Combination to the Court and apply for the Final Order.

2.2 7G Board Recommendation

7G represents and warrants to ARC that the 7G Board:

(a) has unanimously:

(i) determined that the Business Combination and the entry into this Agreement are in the best interests of 7G;

(ii) determined that the Business Combination is fair to 7G Shareholders;

(iii) approved this Agreement and the transactions contemplated hereby;

(iv) resolved to recommend that 7G Shareholders vote in favour of the 7G Transaction Resolution; and

(collectively (a)(i), (ii), (iii) and (iv) the "**7G Board Recommendation**"); and

(b) has received the oral 7G Fairness Opinion.

2.3 ARC Board Recommendation

ARC represents and warrants to 7G that the ARC Board:

(a) has unanimously (excluding directors that have abstained from voting in accordance with section 120 of the ABCA):

(i) determined that the Business Combination and the entry into this Agreement are in the best interests of ARC;

(ii) determined that the Business Combination is fair to the ARC Shareholders;

(iii) approved this Agreement and the transactions contemplated hereby;

(iv) resolved to recommend that ARC Shareholders vote in favour of the Share Issuance Resolution; and

(collectively (a)(i), (ii), (iii) and (iv) the "**ARC Board Recommendation**"); and

(b) has received the oral ARC Fairness Opinion.

2.4 Circular and Meetings

(a) As promptly as practicable following the execution of this Agreement and in compliance with the Interim Order and Applicable Laws, each of 7G and ARC shall, as applicable and with assistance from and the participation of the Other Party, each acting reasonably: (i) prepare the Circular together with any other documents required by Applicable Laws in connection with the ARC Meeting and the 7G Meeting, and cause the Circular and such other documents to be mailed to the 7G Shareholders and such other Persons as required by the Interim Order and the ARC Shareholders and such other Persons required by the ABCA and filed with applicable securities regulatory authorities and other Governmental Authorities in all jurisdictions where the same are required to be filed by no later than February 26, 2021; (ii) convene and conduct the 7G Meeting by no later than March 31, 2021 and not adjourn, postpone or cancel (or propose the same) the 7G Meeting without the prior written consent of ARC, such consent not to be unreasonably withheld, conditioned or delayed, except in the case of an adjournment or postponement required for quorum purposes or by Applicable Laws or by a Governmental Authority, at which 7G Meeting the 7G Transaction Resolution shall be submitted to the 7G Shareholders entitled to vote upon such resolutions for approval; and (iii) convene and conduct the ARC Meeting by no later than March 31, 2021 and not adjourn, postpone or cancel (or propose the same) the ARC Meeting without the prior written consent of 7G, such consent not to be unreasonably withheld, conditioned or delayed, except in the case of an adjournment or postponement required for quorum purposes or by Applicable Laws or by a Governmental Authority, at which ARC Meeting the Share Issuance Resolution shall be submitted to the ARC Shareholders entitled to vote upon such resolution for approval.

(b) Each of 7G and ARC shall, with assistance from and the participation of the Other Party, each acting reasonably, cause the Circular to be prepared in compliance, in all material respects, with Applicable Canadian Securities Laws, the CBCA and the ABCA and to provide the 7G Shareholders and the ARC

Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be considered at the 7G Meeting and the ARC Meeting, respectively, and shall include: (i) or incorporate by reference the 7G Information; (ii) a copy of the 7G Fairness Opinion; (iii) subject to the terms of this Agreement, the 7G Board Recommendation; (iv) or incorporate by reference the ARC Information; (v) subject to the terms of this Agreement, the ARC Board Recommendation; (vi) a copy of the ARC Fairness Opinion; (vii) details of the composition of the ARC Board following the Effective Time as agreed to by the Parties in accordance with Section 2.8; (viii) a summary of the terms of the Support Agreements; and (ix) a copy, and summary of the terms and conditions, of this Agreement.

(c) 7G shall use reasonable commercial efforts to, in a timely manner, provide ARC with all financial statements and financial information reasonably requested by ARC to prepare pro forma financial statements at and for the period ended December 31, 2020 for inclusion in the Circular in the form prescribed by Applicable Canadian Securities Laws.

(d) ARC shall use reasonable commercial efforts to, in a timely manner, provide 7G with all financial statements and financial information reasonably requested by 7G to prepare pro forma financial statements at and for the period ended December 31, 2020 for inclusion in the Circular in the form prescribed by Applicable Canadian Securities Laws.

(e) ARC shall, in a timely manner, provide 7G with the ARC Information, and such other information relating to ARC as 7G may reasonably request for inclusion in the Circular, so as to permit compliance with the timeline set out in Section 2.4(a).

(f) 7G shall, in a timely manner, provide ARC with the 7G Information, and such other information relating to 7G as ARC may reasonably request for inclusion in the Circular, so as to permit compliance with the timeline set out in Section 2.4(a).

(g) The Parties shall, subject to compliance with Applicable Canadian Securities Laws, incorporate the ARC Information and the 7G Information into the Circular substantially in the form provided by ARC and 7G, respectively, and each Party shall provide the Other Party and its Representatives with an opportunity to review and comment on the Circular and any other relevant documentation and shall give due consideration to all comments made by the Other Party and its Representatives (subject to any Applicable Laws). The Circular shall be in form and content satisfactory to 7G and ARC, each acting reasonably, and shall comply with Applicable Canadian Securities Laws, the CBCA and the ABCA.

(h) 7G shall use its reasonable commercial efforts to ensure that the 7G Information included in the Circular does not, at the time of the mailing of the Circular, contain any misrepresentation.

(i) ARC shall use its reasonable commercial efforts to ensure that the ARC Information provided by it for inclusion in the Circular does not, at the time of the mailing of the Circular, contain any misrepresentation.

(j) Each Party shall promptly notify the Other Party if it becomes aware that the Circular contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall cooperate in the preparation of any such amendment or supplement as is required or appropriate, and ARC and 7G shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the 7G Shareholders and such other Persons as required by the Interim Order and the ARC Shareholders and such other Persons as required by the ABCA and, if required by the Court or by Law, file the same with the applicable securities regulatory authorities and other Governmental Authorities as required.

(k) The Parties shall cooperate to schedule and convene the 7G Meeting and the ARC Meeting on the same date (subject to any adjournments or postponements required or permitted by this Agreement).

(l) Each Party shall consult with the Other Party in fixing the record date of the 7G Meeting and the ARC Meeting, and shall not change such record date for the 7G Shareholders or the ARC Shareholders, as

applicable, entitled to vote at the 7G Meeting or the ARC Meeting, as applicable, in connection with any adjournment or postponement of the 7G Meeting or the ARC Meeting, as applicable, unless required by Law.

(m) Each Party shall provide notice to the Other Party of the 7G Meeting or the ARC Meeting, as applicable, and allow the Other Party and its Representatives and legal counsel to attend such meeting.

(n) Each Party shall advise the Other Party, as the Other Party may reasonably request, and on a daily basis on each of the last 10 Business Days prior to the proxy cut-off date for the 7G Meeting or the ARC Meeting, as applicable, as to the aggregate tally of the proxies received by such Party in respect of the 7G Transaction Resolution and the Share Issuance Resolution, as applicable, and any other matters to be considered at the 7G Meeting or the ARC Meeting, as applicable.

2.5 Court Proceedings

In connection with the Court proceedings relating to obtaining the Interim Order and the Final Order, 7G shall:

(a) provide ARC and its legal counsel with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, prior to the filing of that material, and give reasonable and due consideration to all comments of ARC and its legal counsel;

(b) provide ARC and its legal counsel on a timely basis a description of any information required to be supplied by ARC for inclusion in any material to be filed with the Court in connection with the Business Combination, prior to the filing of that material, and will accept the reasonable comments of ARC and its legal counsel with respect to any such information required to be supplied by ARC and included in such material and any other matters contained therein;

(c) provide counsel to ARC, on a timely basis, with copies of any notice of appearance and evidence served on 7G or its counsel in respect of the application for the Interim Order and the application for the Final Order or any appeal therefrom, and of any notice (written or oral) received by 7G indicating an intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order;

(d) not object to legal counsel to ARC making such submissions on the application for the Interim Order and the application for the Final Order as such counsel considers appropriate, acting reasonably, provided that 7G is advised of the nature of any submissions prior to the hearing and such submissions are consistent in all material respects with this Agreement and the Business Combination;

(e) subject to Laws, not file any material with, or make any written submissions to, the Court in connection with the Business Combination or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with ARC's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; on the condition that nothing herein shall require ARC to agree or consent to, and ARC shall not be deemed to agree or consent to, any increased purchase price or other consideration or other modification or amendment to such filed or served materials that expands or increases ARC's obligations, or diminishes or limits ARC's rights, set forth in any such filed or served materials or under this Agreement;

(f) oppose any proposal from any Person that the Interim Order or the Final Order contain any provision inconsistent with this Agreement, and if required by the terms of the Interim Order or the Final Order or by Law to return to Court with respect to the Interim Order or the Final Order do so only after notice to, and in consultation and cooperation with, ARC; and

(g) if at any time after the issuance of the Final Order and prior to the Effective Date, 7G is required by the terms of the Final Order or by Applicable Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with ARC.

2.6 Effective Date

The Business Combination shall become effective at the Effective Time on the Effective Date. The Certificate shall be conclusive evidence that the Business Combination has become effective as of the Effective Time. The Parties shall use their reasonable commercial efforts to cause the Effective Date to occur as soon as reasonably practicable, but in any event no later than three Business Days following the later of the issuance of the Final Order and the receipt of the Key Regulatory Approvals, and subject to the satisfaction or waiver of the conditions set out in Article 6, and, in any event, not earlier than April 1, 2021 and not later than the Outside Date.

2.7 Payment of Consideration

ARC will, on the Effective Date, prior to the sending of the Articles of Arrangement to the Director pending only filing of the Articles of Arrangement, deposit, or cause to be deposited, in escrow with the Depositary, to be released in accordance with the Plan of Arrangement for the benefit of and to be held on behalf of the 7G Shareholders entitled to receive ARC Shares pursuant to the Plan of Arrangement, certificates representing, or other evidence regarding the issuance of, the ARC Shares that such 7G Shareholders are entitled to receive under the Business Combination (calculated without reference to whether any 7G Shareholder has exercised Dissent Rights).

2.8 Board of Directors and Senior Management of ARC upon completion of the Business Combination

The Parties agree that the ARC Board and the senior management of ARC upon completion of the Business Combination shall be determined in the manner set out below.

(a) On the Effective Date, the ARC Board shall consist of eleven (11) members, led by Harold N. Kvisle as Chair and Marty Proctor as Vice Chair and shall include Terry Anderson of ARC and four (4) additional members from the current ARC Board, and four (4) members from the current 7G Board.

(b) Following the completion of the Business Combination, ARC will be led by Terry Anderson as President & Chief Executive Officer of ARC, Kris Bibby as Senior Vice President and Chief Financial Officer and David Holt as Senior Vice President and Chief Operating Officer. As soon as reasonably practicable following the Agreement Date and in any event no later than 10 Business Days prior to the Effective Date, the remaining executive officers of ARC will be selected from the management teams of ARC and 7G by ARC's President & Chief Executive Officer in consultation with the ARC Board and the 7G Board. ARC and 7G agree that such executive officers will be appointed by the ARC Board on the Effective Date immediately after the Effective Time.

2.9 Employee Matters

(a) 7G shall use its reasonable commercial efforts to obtain and deliver to ARC at the Effective Time evidence reasonably satisfactory to ARC of the resignations, effective as of the Effective Time, of all: (i) of the directors of 7G who are not to form part of the ARC Board after the Effective Time; and (ii) subject to Section 2.8(b), the officers of 7G identified by ARC as those who will not continue their employment with ARC following the Effective Date (the "**Non-Continuing 7G Officers**"). Such resignations shall be received in consideration for ARC and 7G providing releases to each such persons, in form and substance satisfactory to ARC and 7G and such resigning person, each acting reasonably (or in the case of officers who have a form of release attached to their relevant employment agreement, in such form as is attached to such agreement), which mutual releases shall contain exceptions for amounts or obligations owing to such directors and/or officers for accrued but unpaid salary, directors' fees, bonus, payments in respect of 7G Incentives, other payments due pursuant to the Business Combination as a 7G Shareholder, benefits and other compensation or pursuant to indemnity or directors' and officers' insurance arrangements, and for any payments that may be owing to them pursuant to the terms of their employment with 7G. The Non-Continuing 7G Officers will, within ten (10) Business Days following the Effective Date, be paid their full entitlement under their respective employment agreements and the 7G Incentive Plans, all as a consequence of a change of control and related termination without cause.

(b) ARC shall use its reasonable commercial efforts to obtain the resignations, effective as of the Effective Time, of all: (i) of the directors of ARC who are not to form part of the ARC Board after the Effective Time; and (ii) subject to Section 2.8(b), those officers of ARC who will not continue as officers of ARC after the Effective Time. Such resignations shall be received in consideration for ARC providing releases to each such persons, in form and substance satisfactory to ARC and 7G and such resigning person, each acting reasonably (or in the case of officers who have a form of release attached to their relevant employment agreement, in such form as is attached to such agreement), which mutual releases shall contain exceptions for amounts or obligations owing to such directors and/or officers for accrued but unpaid salary, directors' fees, bonus, payments in respect of ARC Incentives, benefits and other compensation or pursuant to indemnity or directors' and officers' insurance arrangements and for any payments that may be owing to them pursuant to the terms of their employment with ARC.

(c) ARC covenants and agrees, and after the Effective Time will cause 7G and any successor to 7G, to honour and comply with the terms of all existing employment, change of control and severance agreements of each member of the 7G Group and all obligations of the members of the 7G Group under the 7G Employee Plans and the 7G Incentive Plans.

2.10 Treatment of 7G Incentives

(a) The particulars of 7G Incentives outstanding as at the Agreement Date have been disclosed in writing to ARC by 7G, including, as applicable: (i) the names of holders of 7G Incentives and the number and type of 7G Incentives held by them; (ii) the date of grant; (iii) the date of expiry; (iv) the vesting date(s) and the details of all 7G Incentives that are vested as of the Agreement Date; (iv) in the case of the 7G Performance Warrants, 7G 2013 Options, 7G 2014 Options and 7G 2017 Options, the exercise price; (v) in the case of the 7G 2014 PSUs, 7G 2017 PSUs and 7G 2020 PSUs, the "Adjustment Factor" or the equivalent thereof applicable for each "Performance Period" completed prior to the Agreement Date; and (v) the number of 7G Shares issuable or amount of cash payable on exercise, settlement or redemption, as applicable, of each 7G Incentive.

(b) The Parties acknowledge that the Business Combination will result in a "change of control" in respect of the 7G Incentives and that the vesting of the 7G 2013 Options, the 7G 2014 Options, the 7G 2017 Options, the 7G Performance Warrants and, insofar as the holder thereof has their employment terminated prior to or at the Effective Time in connection with the Business Combination, the 7G 2014 PSUs, the 7G 2014 RSUs, the 7G 2017 PSUs, the 7G 2017 RSUs, the 7G 2020 PSUs and the 7G 2020 RSUs (including for certainty any 7G 2020 PSUs or 7G 2020 RSUs granted after the Agreement Date) (all such 7G Incentives, the "**7G Accelerated Incentive Securities**") shall, conditional upon the completion of the Business Combination, be accelerated as a result of the Business Combination. In respect of the settlement of the 7G Accelerated Incentive Securities, 7G hereby covenants and agrees that such settlement will be determined in strict accordance with the terms of the 7G Incentive Plans, with such amendments to, and determinations under, those plans as disclosed in writing by 7G to ARC, and the terms of this Agreement.

(c) The "Adjustment Factor" (as defined in the 7G 2014 PRSU Plan, the 7G 2017 PRSU Plan and the 2020 7G PRSU Plan) for all 7G PSUs for which vesting has accelerated as a result of the completion of the Business Combination will be based on the applicable Adjustment Factors previously determined by the 7G Board for the applicable "Performance Periods" (as defined in the 7G 2014 PRSU Plan, the 7G 2017 PRSU Plan and the 2020 7G PRSU Plan) and the Adjustment Factor for the most recently completed Performance Period to be determined by the 7G Board, acting reasonably, and in a manner consistent with prior practice, based on historical metrics, and, in each case, shall be as disclosed in writing by 7G to ARC.

(d) Except in respect of the 7G Accelerated Incentive Securities which shall be dealt with in accordance with Section 2.10(b) above, ARC will succeed to, and be substituted for, and may exercise every right and power of 7G, and ARC will assume all the covenants and obligations of 7G, under the 7G Incentive Plans (and any and all related grant and award agreements). Following the Effective Time, holders of 7G Incentives granted under such plans, other than the 7G Accelerated Incentive Securities, shall be entitled to receive ARC Shares on the exercise, settlement or redemption of such 7G Incentives subject to such adjustments as are then necessary to reflect the ratio at which 7G Shares are exchanged for ARC Shares pursuant to the Business Combination and, in respect of 7G PSUs for which "Performance Periods" have not yet been completed,

using an Adjustment Factor to be determined by the ARC Board, acting reasonably, based on historical metrics.

(e) If a holder of 7G DSUs ceases to be a member of the 7G Board (and does not remain an employee of 7G or an affiliate of 7G or a member of the board of directors of any affiliate of 7G) in connection with the Business Combination, then the 7G DSUs held by such holder will be settled and redeemed in strict accordance with the terms of the 7G DSU Plans, with such amendments to, and determinations under, those plans as disclosed in writing by 7G to ARC, but otherwise without the making of any adjustments or other determinations as may be available to the 7G Board, or any committee thereof, in their discretion pursuant to the terms of the 7G DSU Plan or any 7G DSUs granted thereunder, provided that the settlement date of such 7G DSUs shall be as soon as practicable after the holder's termination.

(f) 7G shall: (i) ensure that it will have available funds, at the Effective Time, to pay the aggregate cash consideration, if any, to be paid to the holders of the 7G Accelerated Incentive Securities in connection with the Business Combination; and (ii) cause to be taken all necessary corporate action to allot and reserve for issuance the 7G Shares to be issued on exercise, settlement or redemption, as applicable, of 7G Accelerated Incentive Securities, as applicable, in connection with the Business Combination.

(g) 7G or any successor will elect pursuant to subsection 110(1.1) of the Tax Act and any similar provisions of any applicable provincial tax statute in Canada that neither 7 nor any person not dealing at arm's length with 7G will deduct in computing its income for a taxation year for purposes of the Tax Act any amount in respect of the surrender or other settlement of any 7G Incentives pursuant to Section 2.10(b) and Section 2.10(e) herein, for all holders of 7G Incentives who are entitled to claim a deduction pursuant to paragraph 110(1)(d) of the Tax Act. 7G or any successor will file such subsection 110(1.1) elections in the manner and within the time prescribed by Applicable Laws, and will not amend or revoke such elections.

(h) Notwithstanding anything else to the contrary (including Sections 2.10(d), 3.2(f) and 3.2(g)), the Parties agree that 7G may, prior to the Effective Time, make awards for 2021 to 7G Employees on the terms and conditions disclosed in writing to 7G to ARC. Prior to the Effective Time, ARC and 7G will agree in writing for the benefit of the Non-Continuing 7G Officers and the 7G Employees that ARC will perform its obligations under the last sentence of Section 2.9(a) (in the case of Non-Continuing 7G Officers) in accordance with the terms set out therein and Section 2.10(g) (in the case of the 7G Employees) in accordance with the terms and conditions disclosed in writing to ARC by 7G, in each case, after the Effective Time.

2.11 Treatment of ARC Incentives

The Business Combination shall not constitute a "change of control" with respect to the ARC Incentives and ARC and the ARC Board shall not make any determination or take any action inconsistent with the foregoing prior to the Effective Time.

2.12 Applicable U.S. Securities Laws

The Business Combination shall be structured and executed such that, assuming the Court considers the fairness of the terms and conditions of the Business Combination and grants the Final Order, the issuance of the ARC Shares issuable to 7G Shareholders under the Business Combination will not require registration under the U.S. Securities Act, in reliance upon section 3(a)(10) thereof. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Business Combination as set out in this Section 2.12.

2.13 Income Tax Matters and Withholdings Obligations

(a) The Parties intend that the exchange of 7G Shares for ARC Shares pursuant to the Plan of Arrangement shall be structured as a tax-deferred share-for-share exchange pursuant to subsection 85.1(1) of the Tax Act, subject to a 7G Shareholder's option to choose to recognize its capital gain (or capital loss) in the manner provided in subsection 85.1(1) of the Tax Act.

(b) 7G, ARC and the Depositary shall be entitled to deduct or withhold from any amounts payable to any 7G Shareholder or any other Person, pursuant to the Business Combination, such amounts (whether in cash or ARC Shares,) as 7G, ARC or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to the holders of 7G Shares in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Authority. Any of 7G, ARC or the Depositary is hereby authorized to sell or otherwise dispose of any share consideration as is necessary to provide sufficient funds to 7G, ARC or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and none of 7G, ARC or the Depositary shall be liable to any Person for any deficiency in respect of any proceeds received, and 7G, ARC or the Depositary, as applicable, shall notify the holder thereof and remit to the holder thereof any unapplied balance of the net proceeds of such sale.

(c) 7G shall be exclusively responsible to ensure compliance with any obligations in respect of withholding Taxes in respect of any amounts paid in connection with the exercise or settlement of 7G Incentives (whether pursuant to Section 2.10 or otherwise), and 7G shall deliver the consideration for the foregoing net of such amounts to holders of 7G Incentives. Any such amounts deducted, withheld and remitted by 7G will be treated for all purposes, including under this Agreement, as having been paid to the holders of 7G Incentives in respect of which such deduction, withholding and remittance was made, provided that such deducted and withheld amounts are timely remitted to the appropriate Governmental Authority.

ARTICLE 3
COVENANTS AND ADDITIONAL AGREEMENTS

3.1 Conduct of Business of ARC

From the Agreement Date until the earlier of the Effective Time or the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement), or as otherwise required by Applicable Laws or except with the prior written consent of 7G (such consent not to be unreasonably withheld, conditioned or delayed):

(a) the business of ARC and any subsidiary of ARC (including the ARC Subsidiary) (collectively, the "**ARC Group**") shall be conducted only in, and the members of the ARC Group shall not take any action except in, the ordinary course of business and consistent with past practice other than as disclosed in writing to 7G by ARC, with it being acknowledged and agreed by 7G that such covenant is subject to: (i) the ARC Group's compliance with Applicable Laws related to the COVID-19 pandemic; and (ii) actions taken as a result of such pandemic's continuing effect on working restrictions and the local, national and global economy (including any work stoppages or operational stoppages necessary to safeguard life or property); provided that any such action taken outside of the ordinary course of business or inconsistent with past practice as a result of such pandemic's continuing effect on working restrictions and the local, national and global economy (including any work stoppages or operational stoppages necessary to safeguard life or property) will be commercially reasonable and, to the extent applicable, not disproportionate compared to actions taken by companies similar to ARC, and ARC shall use all reasonable commercial efforts to maintain and preserve its and their business organization, assets, employees and advantageous business relationships;

(b) ARC shall not and shall not permit any other member of the ARC Group to, directly or indirectly: (i) amend ARC's constating documents or amend in any material respects the constating documents of any member of the ARC Group; (ii) amend its existing accounting policies, practices, methods and principles or adopt new accounting principles, in each case, except as required by IFRS; (iii) other than the regular quarterly dividends to ARC Shareholders in accordance with the terms thereof and in an amount consistent with past practice, declare, set aside or pay any dividend or other distribution or payment in cash, shares or property in respect of the ARC Shares owned by any Person other than a member of the ARC Group; (iv) except (A) ARC Shares issuable pursuant to the terms of ARC Incentives outstanding on the Agreement Date, or (B) except as disclosed in writing by ARC to 7G, issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities of ARC or any of its subsidiaries, or securities convertible into or exchangeable or exercisable for,

or otherwise evidencing a right to acquire, securities of ARC or any of its subsidiaries; (v) split, consolidate, redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (vi) amend the terms of any of its securities; (vii) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of ARC; or (viii) enter into, modify or terminate any Contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

(c) except as disclosed in writing by ARC to 7G, ARC shall not and shall not permit any member of the ARC Group to, directly or indirectly: (i) sell, pledge, dispose of or encumber any assets of ARC and any member of the ARC Group with a value individually or in the aggregate exceeding **[*amount redacted*]**, other than the sale of petroleum products in the ordinary course of business; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof or make any investment either by purchase of shares or securities, contributions of capital (other than to or from a subsidiary of ARC) or, other than the purchase of petroleum products in the ordinary course of business, purchase of any property or assets of any other individual or entity with a value individually or in the aggregate exceeding **[*amount redacted*]**; (iii) incur any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances, except in the ordinary course of business consistent with past practice for refinancing existing debt on commercially reasonable terms given market conditions at the applicable time or in relation to internal transactions solely involving members of the ARC Group; (iv) pay, discharge or satisfy any claims, liabilities or obligations (including any regulatory investigation) which are material to the business of ARC, other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in ARC's most recently publicly available financial statements as of the Agreement Date as required by Applicable Laws or incurred in the ordinary course of business consistent with past practice; (v) release or relinquish, or authorize or propose to do so, any contractual right which is material to the business of ARC; (vi) waive, release, grant or transfer any rights of value or modify or change any existing license, lease, Contract or other document which is material to the business of ARC, other than in the ordinary course of business consistent with past practice; (vii) enter into, amend or terminate any Hedging Transaction, other than a Hedging Transaction entered into, amended or terminated in the ordinary course of business consistent with past practice (which for greater certainty, "ordinary course of business consistent with past practice" shall not include the entry into, amendment, renewal or termination of any transportation or any physical purchases and sales Contracts with a term greater than twelve (12) months); (viii) no member of the ARC Group will agree to, endorse, enter into, change, amend or modify any Contract, arrangement or undertaking with any Person (other than with a subsidiary of ARC) in which such member of the ARC Group holds a direct or indirect equity interest; or (ix) authorize or propose any of the foregoing, or enter into or modify any Contract, agreement, commitment or arrangement to do any of the foregoing;

(d) except as disclosed in writing by ARC to 7G, ARC shall not enter into any Contract that has take or pay obligations of any nature whatsoever which individually could require payments by ARC of more than **[*amount redacted*]** annually or that in aggregate together with other Contracts with take or pay obligations of any nature whatsoever entered into after the Agreement Date could require payments by ARC of more than **[*amount redacted*]** annually;

(e) except for the aggregate amount set forth in the ARC Capital Program which has been disclosed in writing by ARC to 7G, ARC shall not incur or commit to capital expenditures prior to the Effective Date individually or in the aggregate exceeding **[*amount redacted*]**;

(f) except as disclosed in writing by ARC to 7G, ARC shall not and shall not permit any other member of the ARC Group to grant to any executive officer or director an increase in compensation in any form, grant to any other employee any increase in compensation in any form, make any loan to any officer or director, or take any action with respect to the grant of any change of control, severance, retention or termination pay to, or the entering into of any employment agreement (or amendments thereof or ancillary agreements) with, any executive officer or director of any member of the ARC Group or with respect to any increase of benefits payable under its current change of control, severance or termination pay policies;

(g) except as disclosed in writing by ARC to 7G, no member of the ARC Group shall adopt or amend or make any contribution to any bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, retention, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees, except as is necessary to comply with non-discretionary requirements of pre-existing plans;

(h) ARC shall use its reasonable commercial efforts (taking into account insurance market conditions and offerings and industry practices) to cause its current insurance (or reinsurance) policies, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, except where such cancellation, termination or lapse would not individually or in the aggregate be material to ARC, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductibles and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(i) ARC shall maintain a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and will otherwise comply with National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*, except where the failure to maintain such a system would not materially affect the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS;

(j) ARC shall continue to withhold from each payment to be made to any of its present or former employees (which includes officers) and directors and to all other Persons (including all Persons who are non-residents of Canada for the purposes of the Tax Act), all amounts that are required to be so withheld by any Applicable Laws and ARC shall remit such withheld amounts to the proper Governmental Authority within the times prescribed by such Applicable Laws;

(k) ARC shall: (i) duly and on a timely basis file all material Returns required to be filed by it and all such Returns will be true, complete and correct in all material respects; (ii) timely pay all material Taxes which are due and payable unless validly contested; (iii) not make, rescind or revoke any material express or deemed election relating to Taxes, file any material amended Returns or make any material Tax filings outside the ordinary course of business; (iv) not make a request for a Tax ruling with any Governmental Authority with respect to any material Taxes; (v) not agree to any extension of time for the filing of any material Returns or with respect to the assessment or reassessment of material Taxes; (vi) not enter into a settlement agreement or settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes in respect of any matter where the aggregate amount of Tax exceeds **[*amount redacted*]**; (vii) not change in any material respect any of its methods of reporting income, deductions or accounting for Tax purposes from those employed in the preparation of its Returns for the taxation year ending December 31, 2019; (viii) not enter into any Tax sharing, Tax allocation or Tax indemnification agreement (other than any such agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes); and (ix) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with past practice and in the ordinary course of business, for all material Taxes accruing in respect of ARC which are not due or payable prior to the Effective Date; and

(l) ARC shall not agree, resolve or commit to do any of the foregoing.

Nothing in this Agreement is intended to or shall result in 7G exercising material influence over the operations of ARC, particularly in relation to operations in which the Parties compete or would compete, but for this Agreement, with each other, prior to the Effective Date.

3.2 Conduct of Business of 7G

From the Agreement Date until the earlier of the Effective Time or the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement

(including the Plan of Arrangement), or as otherwise required by Applicable Laws or except with the prior written consent of ARC (such consent not to be unreasonably withheld, conditioned or delayed):

(a) the business of 7G and any subsidiary of 7G (including the 7G Subsidiary) (collectively, the "**7G Group**") shall be conducted only in, and the members of the 7G Group shall not, take any action except in, the ordinary course of business and consistent with past practice, with it being acknowledged and agreed by ARC that such covenant is subject to: (i) the 7G Group's compliance with Applicable Laws related to the COVID-19 pandemic; and (ii) actions taken as a result of such pandemic's continuing effect on working restrictions and the local, national and global economy (including any work stoppages or operational stoppages necessary to safeguard life or property); provided that any such action taken outside of the ordinary course of business or inconsistent with past practice as a result of such pandemic's continuing effect on working restrictions and the local, national and global economy (including any work stoppages or operational stoppages necessary to safeguard life or property) will be commercially reasonable and, to the extent applicable, not disproportionate compared to actions taken by companies similar to 7G, and 7G shall use all reasonable commercial efforts to maintain and preserve its and their business organization, assets, employees and advantageous business relationships;

(b) 7G shall not, and shall not permit any other member of the 7G Group to, directly or indirectly: (i) amend 7G's constating documents or amend in any material respect the constating documents of any other member of the 7G Group; (ii) amend its existing accounting policies, practices, methods and principles or adopt new accounting principles, in each case except as required by IFRS or as disclosed in writing by 7G to ARC; (iii) declare, set aside or pay any dividend or other distribution or payment in cash, shares or property in respect of the 7G Shares owned by any Person other than a member of the 7G Group; (iv) except (A) 7G Shares issuable pursuant to the terms of 7G Incentives and convertible securities outstanding on the Agreement Date, or (B) except as disclosed in writing by 7G to ARC, issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities of 7G or any of its subsidiaries, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, securities of 7G or any of its subsidiaries; (v) split, consolidate, redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (vi) amend the terms of any of its securities; (vii) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of 7G or 7G Subsidiary; or (viii) enter into, modify or terminate any Contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

(c) except as disclosed in writing by 7G to ARC, 7G shall not, and shall not permit any other member of the 7G Group to, directly or indirectly: (i) sell, pledge, dispose of or encumber any assets of the 7G Group with a value individually or in the aggregate exceeding **[*amount redacted*]**, other than the sale of petroleum products in the ordinary course of business; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof or make any investment either by purchase of shares or securities, contributions of capital (other than to or from a subsidiary of 7G) or, other than the purchase of petroleum products in the ordinary course of business, purchase of any property or assets of any other individual or entity with a value individually or in the aggregate exceeding **[*amount redacted*]**; (iii) incur any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances, except in the ordinary course of business consistent with past practice in relation to internal transactions solely involving members of the 7G Group (but which for greater certainty, "in the ordinary course of business consistent with past practice" shall not include the redemption or calling of any outstanding 7G Notes); (iv) pay, discharge or satisfy any claims, liabilities or obligations (including any regulatory investigation) which are material to the business of 7G, other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, but which shall not include the redemption or calling of any outstanding 7G Notes, of liabilities reflected or reserved against in 7G's most recently publicly available financial statements as of the Agreement Date as required by Applicable Laws or incurred in the ordinary course of business consistent with past practice; (v) release or relinquish, or authorize or propose to do so, any contractual right which is material to the business of 7G; (vi) waive, release, grant or transfer any rights of value or modify or change any existing license, lease, Contract or other document which is material to the business of 7G, other than in the ordinary course of business consistent with past practice; (vii) enter

into, amend or terminate any Hedging Transaction, other than a Hedging Transaction entered into, amended or terminated in the ordinary course of business consistent with past practice (which for greater certainty, "ordinary course of business consistent with past practice" shall not include the entry into, amendment, renewal or termination of any transportation or any physical purchases and sales Contracts with a term greater than twelve (12) months); (viii) no member of the 7G Group will agree to, endorse, enter into, change, amend or modify any Contract, arrangement or undertaking with any Person (other than a subsidiary of 7G) in which such member of the 7G Group holds a direct or indirect equity interest; or (ix) authorize or propose any of the foregoing, or enter into or modify any Contract, agreement, commitment or arrangement to do any of the foregoing;

(d) 7G shall not enter into any Contract that has take or pay obligations of any nature whatsoever which individually could require payments by 7G of more than **[*amount redacted*]** annually or that in aggregate together with other Contracts with take or pay obligations of any nature whatsoever entered into after the Agreement Date could require payments by 7G of more than **[*amount redacted*]** annually;

(e) except for the aggregate amount set forth in the 7G Capital Program which has been disclosed in writing by 7G to ARC, 7G shall not incur or commit to capital expenditures prior to the Effective Date individually or in the aggregate exceeding **[*amount redacted*]**;

(f) except as disclosed in writing by 7G to ARC, 7G shall not, and shall not permit any other member of the 7G Group to, grant to any executive officer or director an increase in compensation in any form, grant to any other employee any increase in compensation in any form, make any loan to any officer or director, or take any action with respect to the grant of any change of control, severance, retention or termination pay to, or the entering into of any employment agreement (or amendments thereto or ancillary agreements) with, any executive officer or director of any member of the 7G Group, or with respect to any increase of benefits payable under its current change of control, severance or termination pay policies;

(g) except as disclosed in writing by 7G to ARC, no member of the 7G Group shall adopt or amend or make any contribution to any bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, retention, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees, except as is necessary to comply with non-discretionary requirements of pre-existing plans;

(h) 7G shall use its reasonable commercial efforts (taking into account insurance market conditions and offerings and industry practices) to cause its current insurance (or reinsurance) policies, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, except where such cancellation, termination or lapse would not individually or in the aggregate be material to 7G, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductibles and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(i) 7G shall maintain a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – Certification of Disclosure in Issuers' Annual and Interim Filings) providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and will otherwise comply with National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*, except where the failure to maintain such a system would not materially affect the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS;

(j) 7G shall continue to withhold from each payment to be made to any of its present or former employees (which includes officers) and directors and to all other Persons (including all Persons who are non-residents of Canada for the purposes of the Tax Act), all amounts that are required to be so withheld by any Applicable Laws and 7G shall remit such withheld amounts to the proper Governmental Authority within the times prescribed by such Applicable Laws;

(k) 7G shall: (i) duly and on a timely basis file all material Returns required to be filed by it before the Effective Date and all such Returns will be true, complete and correct in all material respects; (ii) timely pay all material Taxes which are due and payable by it before the Effective Date unless validly contested; (iii) not make, rescind or revoke any material express or deemed election relating to Taxes, file any material amended Returns or make any material Tax filings outside the ordinary course of business, except as required by Applicable Law; (iv) not make a request for a Tax ruling with any Governmental Authority with respect to any material Taxes; (v) not agree to any extension of time for the filing of any material Returns or with respect to the assessment or reassessment of material Taxes; (vi) not enter into a settlement agreement or settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes in respect of any matter where the aggregate amount of Tax exceeds **[*amount redacted*]**; (vii) not change in any material respect any of its methods of reporting income, deductions or accounting for Tax purposes from those employed in the preparation of its Returns for the taxation year ending December 31, 2019; (viii) not enter into any Tax sharing, Tax allocation or Tax indemnification agreement (other than any such agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes); and (ix) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with past practice and in the ordinary course of business, for all material Taxes accruing in respect of 7G which are not due or payable prior to the Effective Date; and

(l) 7G shall not agree, resolve or commit to do any of the foregoing.

Nothing in this Agreement is intended to or shall result in ARC exercising material influence over the operations of 7G, particularly in relation to operations in which the Parties compete or would compete, but for this Agreement, with each other, prior to the Effective Date.

3.3 Mutual Covenants Regarding the Business Combination

Subject to Applicable Laws, from the Agreement Date until the earlier of the Effective Time or the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement), or as otherwise required by Applicable Laws or except with the prior written consent of the Other Party (such consent not to be unreasonably withheld, conditioned or delayed):

(a) each Party will comply promptly with all requirements imposed by Law on it with respect to this Agreement and the Business Combination, including seeking all required shareholder approvals at the 7G Meeting and the ARC Meeting, as applicable;

(b) each Party will use its reasonable commercial efforts to assist the Other Party in obtaining the Interim Order and the Final Order and to carry out the intent or effect of this Agreement and the Business Combination;

(c) other than in connection with obtaining the Key Regulatory Approvals, which approvals shall be governed by the provisions of Section 3.6, each Party shall use its reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations under this Agreement (to the extent the satisfaction of the same is within the control of such Party) and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete and give effect to the transactions contemplated by this Agreement and the Business Combination, including using its reasonable commercial efforts to promptly:

(i) obtain and maintain all necessary waivers, consents, permits, exemptions, orders, agreements, amendments (including, if applicable, in respect of the Interim Order), confirmations and approvals required to be obtained from any Person in connection with the Business Combination (including from counterparties to any material Contracts); and notwithstanding anything to the contrary in this Agreement, in connection with obtaining any approval or consent from any Person (other than a Governmental Authority) with respect to any transaction contemplated by this Agreement: (A) not, without the prior written consent of the Other Party (such consent not to be unreasonably withheld, conditioned or delayed), pay or commit to pay to such Person whose approval or consent is being solicited any material amount of cash or other consideration, or make any material commitment or

incur any liability or other obligation due to such Person to the extent that such payments are not provided for in a Contract with such Person; and (B) neither Party nor any of their respective affiliates shall be required to pay or commit to pay to such Person whose approval or consent is being solicited any material amount of cash or other consideration, or make any commitment or incur any liability or other obligation to such Person to the extent that such payments are not provided for in a Contract with such Person;

(ii) other than in connection with obtaining the Key Regulatory Approvals, which approvals shall be governed by the provisions of Section 3.6, obtain all necessary consents, assignments, waivers and amendments to, or terminations of, any instruments or other documents to which it is a party, or by which it is bound, that may be necessary to permit it to carry out the transactions contemplated by this Agreement and to take such other steps and actions as may be necessary or appropriate to fulfill its obligations hereunder;

(iii) other than in connection with obtaining the Key Regulatory Approvals, which approvals shall be governed by the provisions of Section 3.6, effect all necessary registrations, filings and submissions of information required by Governmental Authority from such Party and its subsidiaries relating to the Business Combination;

(iv) other than in connection with obtaining the Key Regulatory Approvals, which approvals shall be governed by the provisions of Section 3.6, obtain all necessary exemptions, consents, orders, approvals and authorizations as are required by it under all Applicable Laws to permit it to carry out the transactions contemplated by this Agreement and/or necessary to complete the Business Combination; and

(v) upon reasonable consultation with the Other Party, oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Business Combination and to defend, or cause to be defended, all lawsuits or other legal, regulatory or other proceedings challenging or affecting the Business Combination or this Agreement or the consummation of the transactions contemplated hereby;

(d) each Party will promptly provide to the Other Party, for review by the Other Party and its counsel, prior to filing or issuance of the same, any proposed public disclosure document, including any news release or material change report, subject to such Party's obligations under Applicable Canadian Securities Laws to make continuous disclosure and timely disclosure of material information, and the Other Party agrees to keep such information confidential in accordance with the terms of the Confidentiality Agreement until it is filed as part of such Party's public disclosure record on SEDAR;

(e) neither 7G nor ARC or their respective subsidiaries, as applicable, shall take any action, refrain from taking any reasonable commercial action, or permit any action to be taken or reasonable commercial action to not be taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially impede or significantly delay the consummation of the Business Combination or the transactions contemplated hereby, or which would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;

(f) each Party will promptly notify the Other Party in writing of:

(i) any notice or other communication from any Person (other than Governmental Authorities in connection with the Key Regulatory Approvals) alleging that the consent or waiver, permit, exemption, order, approval, agreement, amendment or confirmation of such Person (or another Person) is or may be required in connection with this Agreement or the Business Combination and the response thereto from such Party, its subsidiaries or its Representatives;

(ii) any material communication from any Governmental Authority in connection with the transactions and Key Regulatory Approvals contemplated by this Agreement and the response thereto from such Party, its subsidiaries or its Representatives;

(iii) any material Governmental Authority or third -party complaints, investigations or hearings (or communications indicating that the same may be contemplated) in respect 7G or ARC or their respective subsidiaries, as applicable, or the Business Combination, and any material change in relation thereto;

(iv) all material matters relating to material claims, actions, enquiries, applications, suits, demands, arbitrations, charges, indictments, hearings or other civil, criminal, administrative or investigative proceedings, or other investigations or examinations pending or, to the knowledge of such Party, threatened, against 7G or ARC or their respective subsidiaries, as applicable, or related to the Business Combination; and

(v) any material change (actual, anticipated, contemplated or, to the knowledge of such Party, threatened) in its business, operations, affairs, assets, capitalization, financial condition, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, or of any change in any representation or warranty provided by such Party in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect; and

such Party shall in good faith discuss with the Other Party any change in circumstances (actual, anticipated, contemplated, or to the knowledge of such Party, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the Other Party pursuant to this Section 3.3(f);

(g) each Party shall promptly inform the Other Party as soon as it is aware of any material communication (written or oral) received by such Party or its Representatives from the 7G Shareholders (in the case of 7G) or the ARC Shareholders (in the case of ARC) in opposition to the Business Combination or the transactions contemplated in this Agreement;

(h) each Party will use its reasonable commercial efforts to maintain its status as a "reporting issuer" (or similarly designated entity) not in default under Applicable Canadian Securities Laws in the provinces and territories where it is a reporting issuer at the Agreement Date;

(i) each Party shall indemnify and save harmless the Other Party and its subsidiaries and their respective directors, officers, employees, representatives and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which any of such Persons may be subject or which any of such Persons may suffer or incur, whether under the provisions of any Law or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any misrepresentation or alleged misrepresentation by such Party in the 7G Information (in the case of 7G) or the ARC Information (in the case of ARC) contained in the Circular; or

(ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any untrue statement or omission of a material fact or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation by such Party in the 7G Information (in the case of 7G) or the ARC Information (in the case of ARC) contained in the Circular,

except that such Party shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based solely upon any Misrepresentation or any alleged Misrepresentation in the Circular that is based solely on the ARC Information or the 7G

Information, as applicable, included in the Circular or the non-compliance by the Other Party with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement;

(j) except for proxies and non-substantive communications with the holders of its securities and communications that a Party is required to keep confidential pursuant to Applicable Law, such Party shall furnish promptly to the Other Party, or the Other Party's counsel, a copy of each notice, report, schedule or other document delivered, filed or received by such Party from holders of such Party's securities or regulatory agencies in connection with: (i) the Business Combination; (ii) the 7G Meeting or the ARC Meeting, as applicable; (iii) any filings under Applicable Laws in connection with the transactions contemplated by this Agreement; and (iv) any dealings with stock exchanges or regulatory agencies, in connection with the transactions contemplated by this Agreement;

(k) other than in connection with obtaining the Key Regulatory Approvals, which approvals shall be governed by the provisions of Section 3.6, each Party shall make all filings and applications under Applicable Laws that are required to be made by such Party in connection with the Business Combination and shall take all reasonable commercial action necessary to be in compliance, in all material respects, with such Applicable Laws; and

(l) each Party shall ensure that it has available funds to permit the payment of the ARC Termination Amount pursuant to Section 7.2, the 7G Termination Amount pursuant to Section 7.3 or expense reimbursement pursuant to Section 7.5, as applicable, having regard to its other liabilities and obligations, and will take all such actions as may be necessary to ensure that it maintains such availability to ensure that it is able to pay such amount if required.

3.4 Additional Covenants of ARC

ARC shall perform and shall cause each other member of the ARC Group to perform all obligations required to be performed under this Agreement, cooperate with 7G in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing:

(a) ARC shall assist 7G in the preparation of the Court documents related to the Interim Order and the Final Order;

(b) subject to Applicable Laws, ARC shall not file any material with, or make any submissions to, the Court in connection with the Business Combination or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with 7G's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; on the condition that nothing herein shall require 7G to agree or consent to any decreased purchase price or other consideration or other modification or amendment to such filed or served materials that expands or increases 7G's obligations, or diminishes or limits 7G's rights, set forth in any such filed or served materials or under this Agreement;

(c) unless this Agreement shall have been terminated in accordance with Section 9.1, ARC shall convene and hold the ARC Meeting, at which meeting the Share Issuance Resolution shall be submitted to the ARC Shareholders entitled to vote upon such resolution for approval, even if the ARC Board shall have withdrawn, amended, modified or qualified the ARC Board Recommendation;

(d) subject to the terms of this Agreement, ARC shall solicit proxies to be voted at the ARC Meeting in favour of the matters to be considered at such meeting, including the Share Issuance Resolution and against any resolution submitted by any Person that is inconsistent with such resolution and the completion of any of the transactions contemplated by this Agreement;

(e) ARC shall conduct the ARC Meeting in accordance with the by-laws of ARC and any instrument of a Governmental Authority governing or having authority over such meeting and otherwise in accordance with Applicable Laws;

(f) ARC will use its reasonable commercial efforts to maintain the listing of the ARC Shares on the TSX;

(g) ARC shall apply to the TSX for conditional approval of the listing of the ARC Shares to be issued pursuant to the Business Combination and use all reasonable commercial efforts to obtain such conditional approval or approvals, subject only to customary conditions for listing of such ARC Shares including receiving the approval of the ARC Shareholders for the Share Issuance Resolution, prior to the mailing of the Circular;

(h) ARC will cause to be taken all necessary corporate action to create, allot and reserve for issuance the ARC Shares to be issued in exchange for 7G Shares pursuant to the Plan of Arrangement; and

(i) ARC will make all filings and applications under Applicable Laws that are required to be made on the part of ARC or, following the Effective Date, 7G, in connection with the transactions contemplated herein and shall take all action that may be necessary to be in compliance, in all material respects, with such Applicable Laws.

3.5 Additional Covenants of 7G

7G shall perform and shall cause each other member of the 7G Group to perform, all obligations required to be performed under this Agreement, cooperate with ARC in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing:

(a) 7G will forthwith carry out the terms of the Interim Order and the Final Order;

(b) 7G will use its reasonable commercial efforts to maintain the listing of the 7G Shares on the TSX;

(c) unless this Agreement shall have been terminated in accordance with Section 9.1, 7G shall convene and hold the 7G Meeting, at which meeting the 7G Transaction Resolution shall be submitted to the 7G Shareholders, entitled to vote upon such resolution for approval, even if the 7G Board shall have withdrawn, amended, modified or qualified the 7G Board Recommendation;

(d) 7G shall conduct the 7G Meeting in accordance with the by-laws of 7G and any instrument of a Governmental Authority governing or having authority over such meeting (including, in the case of the 7G Meeting, the Interim Order) and otherwise in accordance with Applicable Laws;

(e) subject to the terms of this Agreement 7G shall solicit proxies to be voted at the 7G Meeting in favour of the matters to be considered at such meeting, including the 7G Transaction Resolution and against any resolution submitted by any Person that is inconsistent with such resolutions and the completion of any of the transactions contemplated by this Agreement;

(f) prior to the Effective Date, 7G shall cooperate with ARC in making an application to list the ARC Shares to be issued pursuant to the Business Combination on the TSX;

(g) as promptly as practicable following the execution of this Agreement and by no later than February 18, 2021, 7G shall file, in compliance or intended compliance with any Applicable Canadian Securities Laws, the 7G 2020 Financial Statements with the applicable Canadian securities regulatory authorities in all jurisdictions where the same are required to be filed; and

(h) 7G shall promptly inform ARC as soon as it is aware of the number of 7G Shareholders for which 7G receives notices of dissent or written objections to the Business Combination, whether or not such notices or objections are valid or in proper form, and provide ARC with copies of such notices and written objections on an as received basis and, subject to Applicable Laws, shall provide ARC with an opportunity to review and comment upon any written communications proposed to be sent by or on behalf of 7G to any 7G Shareholder exercising or purporting to exercise Dissent Rights in relation to the 7G Transaction Resolution and reasonable consideration shall be given to any comments made by ARC and its counsel prior to sending any

such written communications. 7G shall not settle any claims with respect to Dissent Rights without the prior written consent of ARC, not to be unreasonably withheld, conditioned or delayed.

3.6 Key Regulatory Approvals

(a) In connection with the Key Regulatory Approvals:

(i) (A) within six Business Days following the Agreement Date, ARC shall, with the assistance of and in consultation with 7G, prepare and file with the Commissioner a request for a Competition Act ARC or, in the alternative, a No Action Letter, in respect of the transactions contemplated by this Agreement; and (B) upon written request by ARC or 7G, each of ARC and 7G shall, and shall cause their respective affiliates, if applicable, to file with the Commissioner a notification under Part IX of the Competition Act within 10 Business Days following receipt of such request; provided that neither Party may make any such written request until at least 20 days following the date the request for a Competition Act ARC has been filed and received pursuant to this Section 3.6(a)(i);

(ii) concurrently with making the request for a Competition Act ARC or, in the alternative, a No Action Letter to the Commissioner under Section 3.6(a)(i), (A) ARC shall, and shall cause its affiliates, if applicable, to give the required notice to the Minister of Transport under section 53.1 of the *Canada Transportation Act*; and (B) ARC shall, with the assistance of and in consultation with 7G and its affiliates, file with the Minister of Transport a submission with respect to the public interest as it relates to national transportation in respect of the transactions contemplated by this Agreement and, concurrently with filing with the Commissioner a notification under Part IX of the Competition Act, if applicable, each of ARC and 7G shall, and shall cause their respective affiliates, if applicable, to provide copies of such notifications to the Minister of Transport; and

(iii) within six Business Days following the Agreement Date, each of ARC and 7G shall, and shall cause their respective affiliates, if applicable, to file any prescribed notifications under the HSR Act in respect of the transactions contemplated by this Agreement and request an early termination of any applicable waiting period under the HSR Act.

(b) Each Party shall, and shall cause its respective affiliates to, use its commercially reasonable efforts to obtain all Key Regulatory Approvals as soon as reasonably practicable, but in any event no later than three Business Days prior to the Outside Date; provided, however, that neither ARC nor 7G shall be required to divest or hold separate, or to take any action or behavioral remedy, (i) in respect of any business or assets of either ARC or 7G, or (ii) that would reasonably be expected to reduce the benefits of the Business Combination, in each case which may be required by any Governmental Authority to secure any such Key Regulatory Approvals.

(c) In connection with obtaining the Key Regulatory Approvals, subject to Applicable Law, each Party shall, and shall cause its affiliates to: (i) cooperate with the Other Party and provide such information and assistance to the Other Party as the Other Party may reasonably request in connection with obtaining the Key Regulatory Approvals; (ii) respond as soon as reasonably practicable to any requests for information (including in respect of any submissions or supplementary information requests) or requests for meetings by any Governmental Authority; (iii) permit the Other Party an advance opportunity to review and comment upon any proposed written communications to any Governmental Authority, consider in good faith the comments of the Other Party, and provide the Other Party with final copies thereof; (iv) provide the Other Party a reasonable opportunity to participate in any substantive meetings or discussions (whether in person, by e-mail, by telephone or otherwise) with any Governmental Authority (except where the Governmental Authority expressly requests that a Party should not be present at the meeting or discussion or part or parts of the meeting or discussion); (v) keep the Other Party informed of the status of the Key Regulatory Approvals and promptly notify the Other Party of receipt of any communications (oral or written) of any nature from a Governmental Authority and provide the Other Party with copies thereof; and (vi) subject to Section 3.6(b), refrain from extending or consenting to any extension of any applicable waiting or review period or enter into any agreement with a Governmental Authority to not consummate the transactions contemplated by this Agreement, except upon the prior written consent of the Other Party.

(d) Notwithstanding any requirement in this Agreement, including Section 3.6 and Section 7.6, or any other provision in this Agreement, where a Party is required to provide information to the Other Party that the disclosing Party deems to be competitively sensitive, the disclosing Party may restrict the provision of such competitively sensitive information only to the external legal counsel of the Other Party, provided that the disclosing Party also provides a redacted version of any such information to the Other Party.

3.7 Financings

(a) ARC shall take, or cause to be taken, all actions as are necessary, proper or advisable to: (i) maintain in effect the Debt Commitment Letter in accordance with its terms (except for such amendments, supplements, modifications, replacements or waivers permitted pursuant to this Section 3.7); (ii) negotiate and enter into definitive documentation with respect to the Debt Financing on the respective terms and conditions (including the "market flex" provisions) contained in the Debt Commitment Letter or on other terms in accordance with this Section 3.7 (the "**Financing Documents**"); (iii) satisfy or obtain the waiver of all conditions to funding in the Debt Commitment Letter (or Financing Documents entered into with respect to the Debt Commitment Letter) applicable to ARC to enable the consummation of the Debt Financing at or prior to the Effective Time; and (iv) enforce its rights under the Debt Commitment Letter in the event of a breach by the Debt Financing Sources that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Business Combination (it being agreed that any delay to a date that would be later than the Outside Date is a material delay).

(b) ARC shall not permit, without the prior written consent of 7G (not to be unreasonably withheld, delayed or conditioned, provided that it shall not be unreasonable for 7G to withhold consent to any amendment or modification that would reasonably be expected to cause closing of the Business Combination to occur after the Outside Date), any amendment or modification to be made to, or any waiver or release of any provision or remedy to be made under, the Debt Commitment Letter or any Financing Document (it being understood that the exercise of any "market flex" provisions shall not be deemed to be an amendment, modification, waiver or release) if such amendment, modification, waiver or release imposes new or additional conditions precedent to the availability of the Debt Financing or would otherwise reasonably be expected to prevent or materially delay the consummation of the Debt Financing or the consummation of the transactions contemplated by this Agreement; provided, that notwithstanding the foregoing ARC shall be permitted to amend the Debt Commitment Letter to add lenders (and re-allocate commitments as a consequence of the addition of lenders), arrangers, book-runners, syndication and documentation agents or similar entities who have not executed the Debt Commitment Letter as of the Agreement Date or to the extent such amendments do not increase the fees payable by ARC thereunder by an amount in excess of **[*amount redacted*]**.

(c) Upon reasonable request by 7G, ARC will provide 7G with information, in reasonable detail, with respect to the current status of all material activity concerning arranging and obtaining the Debt Financing. Without limiting the generality of the foregoing, ARC shall give 7G notice as soon as reasonably practicable: (i) of any actual breach or default by any party to the Debt Commitment Letter or the Financing Documents of which ARC becomes aware; (ii) of the receipt of any written notice or other communication from any Debt Financing Source with respect to any actual breach, default, termination or repudiation by any party to the Debt Commitment Letter or any Financing Documents; (iii) if for any reason ARC believes in good faith that it will not be able to obtain all or any portion of the Debt Financing contemplated by the Debt Commitment Letter, and (iv) if the Debt Commitment Letter expires or is terminated for any reason. As soon as reasonably practicable after the date 7G delivers to ARC a written request, ARC shall provide any information reasonably requested by 7G relating to any circumstance referred to in clause (i), (ii), (iii) or (iv) of the immediately preceding sentence. ARC shall not be required to make a disclosure under this Section 3.7 to the extent that any such disclosure would be prohibited under Applicable Laws or could reasonably be expected to result in a waiver of solicitor-client privilege.

(d) If any portion of the Debt Financing becomes unavailable on the terms and conditions (including any applicable "market flex" provisions) contemplated by the Debt Commitment Letter, ARC shall use its reasonable best efforts to arrange and obtain, as promptly as practicable, alternative financing from alternative sources which alternative financing shall (x) provide for an aggregate commitment amount (for the avoidance of doubt, inclusive of the commitment amount under such alternative financing) that is

sufficient to enable ARC to complete the refinancings described under the Debt Commitment Letter, and (y) be subject to such terms and conditions as would not reasonably be expected to prevent or materially delay the consummation of the Business Combination or the transactions contemplated hereby. ARC shall deliver to 7G true, correct and complete copies of such alternative commitments when available. For the avoidance of doubt, ARC arranging and obtaining, in replacement of the Debt Financing, new or replacement financing in accordance with this Section 3.7 shall not modify or affect in any way any of 7G's or ARC's rights or obligations pursuant to this Agreement. In the event any alternative financing is obtained, all references herein to the "**Debt Financing**" shall be deemed to include such alternative financing and all references herein to the "**Debt Commitment Letter**" shall be deemed to include the applicable commitment letter(s) and any related fee letter(s) for the alternative financing.

(e) ARC acknowledges and agrees that ARC obtaining financing is not a condition to any of its obligations hereunder, regardless of the reasons why financing is not obtained or whether such reasons are within or beyond the control of ARC. For the avoidance of doubt, if any financing referred to in this Section 3.7 is not obtained, ARC will continue to be obligated to consummate the Business Combination, subject to and on the terms contemplated by this Agreement, subject to the applicable conditions set forth in Article 6.

3.8 Financing Assistance

(a) 7G shall use commercially reasonable efforts to provide and to cause its subsidiaries (and to use commercially reasonable efforts to cause its and their Representatives) to provide such customary and timely cooperation to ARC as ARC may reasonably request in connection with the arrangements by ARC to obtain the Debt Financing (provided that (i) such cooperation does not unreasonably interfere with the ongoing business operations of 7G or its subsidiaries; (ii) other than any customary authorization letters described below, 7G shall not be required to execute or enter into, or cause any of its subsidiaries to execute or enter into, any binding commitment or agreement which becomes effective prior to the Effective Time or which is not conditional on the completion of the Business Combination and does not terminate without liability to 7G or its subsidiaries upon the termination of this Agreement; (iii) except as described in Section 3.8(a)(ix) of the 7G Disclosure Letter, neither the 7G Board nor any of 7G's subsidiaries' boards of directors (or equivalent bodies) shall be required to approve or adopt any financing or Contracts related thereto (or any alternative financing) that would take effect prior to, or are not otherwise contingent upon the occurrence of, the Effective Time (and no such directors that shall not be continuing directors shall be required to take such action); (iv) no employee, officer or director of 7G or any of its subsidiaries shall be required to take any action which would result in such Person incurring any personal liability (as opposed to liability in his or her capacity as an officer) with respect to any matters related to the Debt Financing; and (v) any actions taken hereunder shall be, and shall be deemed to be, taken in compliance with this Section 3.8), including:

(i) cooperating in respect of presentations or meetings held by or on behalf of ARC with the Debt Financing Sources regarding the Debt Financing, with such cooperation to include the participation of senior officers in a reasonable number of meetings, presentations, conference calls, drafting sessions, due diligence sessions and sessions with rating agencies in connection with the Debt Financing;

(ii) making available to ARC, its Representatives and their Debt Financing Sources and their respective agents and advisors, such financial information or other information as ARC may reasonably request in connection with the preparation of the Financing Materials and assist in the preparation of the Financing Materials, including providing customary authorization letters to the Financing Sources authorizing the distribution of information to prospective lenders and other financing sources (without limiting the confidentiality restrictions noted below);

(iii) providing ARC and its Representatives with any financial information and data required to prepare any pro forma financial statements and with any reserves and operating data, in each case, reasonably required or customarily included in offering materials for transactions involving the offering of debt securities in connection with the Debt Financing or the Financing Materials and permitting ARC to include and/or incorporate by reference in any such offering materials the Circular and any continuous disclosure documents of 7G or extracts therefrom;

(iv) providing ARC and the Debt Financing Sources with the 7G information required under the Debt Commitment Letter with respect to 7G and its subsidiaries, including the information specified in Section 4 therein;

(v) cooperating and providing information reasonably required by or for the benefit of the Debt Financing Sources in the context of due diligence and verification, in compliance with applicable requirements or customary practice;

(vi) promptly following request and at least three Business Days prior to the Closing, providing ARC and any of the Debt Financing Sources with all documentation and other information required under applicable anti-money laundering laws, rules and regulations, know-your-client processes, including without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended and with respect to beneficial ownership;

(vii) cooperating in the discharge of existing indebtedness and Encumbrances of 7G and its subsidiaries in connection with the Debt Financing (which discharge for clarity shall not be required to take effect before closing of the Business Combination), including obtaining a customary debt pay-off letter(s) and delivering a draft of such pay-off letter(s) to ARC for comment and review;

(viii) cooperating with the preparation and negotiation of and entry into and sending of definitive and ancillary documentation in connection with the Debt Financing, including any redemption notices, change of control notices, certificates and other documents required under any of the existing debt documents of 7G necessary to repay, satisfy and discharge existing indebtedness of 7G;

(ix) promptly updating any information provided by or on behalf of it, or which relates to 7G or its subsidiaries to ensure that such information does not contain a Misrepresentation; and

(x) using reasonable best efforts to obtain any necessary cooperation from any of its auditors and any other advisors to the use of any financial or other expert information required to be included in Financing Materials or customarily included in offering materials for transactions involving the offering of debt securities and to the identification in Financing Materials of each such advisor, including any consents with respect to the inclusion thereof in such Financing Materials and customary comfort letters.

(b) 7G acknowledges that, in connection with the Debt Financing, ARC may, upon reasonable consultation with 7G, have confidential discussions concerning this Agreement or the Business Combination with the Debt Financing Sources, rating agencies, prospective lenders and investors and each of their agents and advisors during syndication of the Debt Financing (including any replacement or alternative financing) and that confidential or otherwise non-public information may be provided to the Debt Financing Sources, rating agencies, prospective lenders and investors and each of their agents and advisors, and 7G consents to ARC and its affiliates and Representatives having such discussions and providing such information provided that such Debt Financing Sources, rating agencies, prospective lenders and investors and each of their respective agents and advisors agree to keep any applicable confidential information concerning 7G or its subsidiaries confidential including through "click through" confidentiality agreements and confidentiality provisions contained in customary bank books and offering memoranda.

(c) Without limiting the generality of the foregoing, 7G consents to the use of all logos of 7G and its subsidiaries in any marketing materials, offering documents, prospectuses, registration statements, bank information memoranda, ratings agency presentations and similar documents (the "**Financing Materials**") used in connection with the Debt Financing; provided, that such logos are (i) used (a) solely in a manner that is not intended, or reasonably likely, to harm or disparage 7G or its subsidiaries or the reputation or goodwill of 7G or its subsidiaries, and (b) solely in connection with a description of 7G, its business and products or the transactions contemplated by this Agreement (including the Debt Financing); or (ii) used in any other manner as may be approved by 7G from time to time.

(d) None of 7G or its subsidiaries shall be required to: (i) pay any commitment, consent or other similar fee, incur any liability, or provide or agree to provide any indemnity in connection with the Debt Financing prior to the Effective Time; (ii) take any action or do anything that would: (a) contravene any Applicable Laws or its organizational or constating documents in effect as of the date of this Agreement; (b) breach or would result in a default under any material Contract to which 7G or its subsidiaries is party; (c) cause any breach of this Agreement that would provide ARC with the right to terminate this Agreement or seek indemnity, reimbursement of expenses or the payment of 7G Termination Amount under the terms hereof; or (d) reasonably be expected to prevent or materially delay the consummation of the Business Combination or the transactions contemplated hereby; (iii) disclose any information that would result in the disclosure of any trade secrets or similar information or violate any obligations of 7G or its subsidiaries with respect to confidentiality that are owed to any third party; provided, 7G shall, and shall cause its subsidiaries to, notify ARC if any documentation and information is being so withheld and provide a general description of such withheld documentation or information, in each case, to the extent permitted under the applicable obligation of confidentiality; or (iv) waive or amend any terms of this Agreement. Nothing in this Agreement will require any Representative of 7G or any of its subsidiaries to deliver any certificate or opinion or take any other action pursuant to this Section 3.8 that would or would reasonably be expected to result in personal liability to such Representative.

(e) ARC shall, promptly upon request by 7G (and in any event following termination of this Agreement), (a) reimburse 7G or its subsidiaries for all reasonable and documented out-of-pocket costs (including reasonable and documented out-of-pocket legal fees) incurred by 7G or its subsidiaries in connection with any of the actions contemplated by this Section 3.8, and (b) shall indemnify and hold harmless 7G or its subsidiaries and their respective Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the cooperation of 7G and its subsidiaries contemplated by this Section 3.8 or in connection with the Debt Financing, in each case, other than in connection with any information supplied by or on behalf of 7G or any of its subsidiaries (or which relates to 7G or any of its subsidiaries which is approved in writing by 7G or any subsidiary (including by email)) or to the extent resulting from 7G's or any of its subsidiaries' fraud, gross negligence or willful misconduct.

3.9 Debt Financing Sources

Notwithstanding anything in this Agreement to the contrary, each of the Parties to this Agreement on behalf of itself, its affiliates and their respective directors, officers, employees, controlling persons, agents or other Representatives, hereby:

(a) agrees, without limiting ARC’s rights and remedies against the Debt Financing Sources under the Debt Commitment Letter or the Financing Documents, that:

(i) no Debt Financing Source will have any obligation or liability (whether in contract or in tort, in law or in equity or otherwise) to 7G or any of its Affiliates relating to or arising out of this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder; and

(ii) this Agreement may only be enforced against, and any claim, action or other proceeding that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as the Parties to this Agreement;

(b) agrees that the Debt Financing Sources are express third-party beneficiaries of this Section 3.9 and shall be entitled to rely on and enforce this Section 3.9; and

(c) agrees that no amendment or waiver of this Section 3.9 (or the definitions used herein) shall be effective to the extent such amendment or waiver is adverse to the Debt Financing Sources without the prior written consent of the Debt Financing Sources.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ARC

4.1 Representations and Warranties of ARC

ARC hereby makes to, and in favour of, 7G the representations and warranties set out in Schedule "D" and acknowledges that 7G is relying upon such representations and warranties in connection with the matters contemplated by this Agreement.

4.2 Investigation

Any investigation by 7G and its advisors shall not mitigate, diminish or affect the representations and warranties of ARC pursuant to this Agreement.

4.3 Disclaimer

7G agrees and acknowledges that, except as set forth in this Agreement, ARC makes no representation or warranty, express or implied, at law or in equity, with respect to ARC, its businesses, its past, current or future financial condition or its assets, liabilities or operations, or its past, current or future profitability, performance or cash flows, individually or in the aggregate, and any such other representations or warranties are hereby expressly disclaimed.

4.4 Survival of Representations and Warranties

The representations and warranties of ARC contained in this Agreement shall expire and be terminated on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF 7G

5.1 Representations and Warranties of 7G

7G hereby makes to, and in favour of, ARC the representations and warranties set out in Schedule "E" and acknowledges that ARC is relying upon such representations and warranties in connection with the matters contemplated by this Agreement.

5.2 Investigation

Any investigation by ARC and its advisors shall not mitigate, diminish or affect the representations and warranties of 7G pursuant to this Agreement.

5.3 Disclaimer

ARC agrees and acknowledges that, except as set forth in this Agreement, 7G makes no representation or warranty, express or implied, at law or in equity, with respect to 7G, its businesses, its past, current or future financial condition or its assets, liabilities or operations, or its past, current or future profitability, performance or cash flows, individually or in the aggregate, and any such other representations or warranties are hereby expressly disclaimed.

5.4 Survival of Representations and Warranties

The representations and warranties of 7G contained in this Agreement shall expire and be terminated on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 6
CONDITIONS PRECEDENT

6.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated by this Agreement, and in particular to complete the Business Combination, are subject to the satisfaction, on or before the Effective Time, or such other time specified, of the following conditions:

(a) the Interim Order shall have been granted in form and substance satisfactory to each of ARC and 7G, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to ARC or 7G, each acting reasonably, on appeal or otherwise;

(b) the 7G Transaction Resolution shall have been approved by the 7G Shareholders by the 7G Required Approval at the 7G Meeting, in accordance with the Interim Order;

(c) the Share Issuance Resolution shall have been approved by the ARC Shareholders at the ARC Meeting;

(d) the Final Order shall have been granted on terms consistent with this Agreement, and such order shall not have been set aside or modified in a manner unacceptable to ARC or 7G, acting reasonably, on appeal or otherwise;

(e) the TSX shall have conditionally approved the issuance and the listing and posting for trading on the TSX of the ARC Shares to be issued pursuant to the Business Combination subject only to customary conditions reasonably expected to be satisfied;

(f) the Key Regulatory Approvals shall have been obtained, and each such Key Regulatory Approval shall be in full force and effect;

(g) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order or Law which is then in effect and has the effect of making the Business Combination illegal or otherwise preventing or prohibiting consummation of the Business Combination; and

(h) the aggregate number of 7G Shares held, directly or indirectly, by the 7G Shareholders who have properly exercised and not withdrawn Dissent Rights in connection with the Business Combination shall not exceed 10% of the outstanding 7G Shares at the Effective Time.

The conditions in this Section 6.1 are for the mutual benefit of the Parties and may be asserted by either Party regardless of the circumstances and may be waived by the mutual written consent of the Parties, in whole or in part, at any time and from time to time without prejudice to any other rights that the Parties may have, including the right of the Parties to rely on any other of such conditions.

6.2 Additional Conditions to Obligations of ARC

The obligation of ARC to consummate the transactions contemplated by this Agreement, and in particular to complete the Business Combination, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) 7G shall have fulfilled and complied with in all material respects each of its covenants herein to be performed, fulfilled or complied with on or before the Effective Time, and 7G shall have provided to ARC a certificate of two executive officers certifying compliance with such covenants dated the Effective Date;

(b)

(i) the representations and warranties in Section (t) of Schedule E (*Capitalization*) shall be true and correct in all respects as of the Agreement Date and as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak of an earlier date, the accuracy of which shall be determined as of such earlier date), except for such failures to be true and correct that are *de minimis*;

(ii) the representations and warranties in Sections (a) *(Organization and Qualification),* (b) *(Authority Relative to this Agreement),* (c) *(Material Subsidiaries)* and (d) *(Ownership of Subsidiaries)* of Schedule E shall be true and correct in all material respects as of the Agreement Date and as of the Effective Date as if made on and as of such date; and

(iii) all other representations and warranties of 7G set forth in this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such representations and warranties to be so true and correct would not result in, or would not reasonably be expected to result in, a Material Adverse Change in respect of 7G, on a consolidated basis or prevent the completion of the transactions contemplated in this Agreement (and, for this purpose, any reference to "material", "Material Adverse Effect" or any other concept of materiality shall be ignored),

and 7G shall have provided to ARC a certificate of two executive officers certifying such accuracy on the Effective Date;

(c) all third party consents, waivers, Governmental Authorizations, orders and approvals required, whether under Applicable Law, from Governmental Authorities or parties to Contracts of each member of the 7G Group, or otherwise, in connection with the consummation of the Business Combination (including regulatory approvals other than the Key Regulatory Approvals) shall have been provided or obtained on terms and conditions acceptable to ARC, acting reasonably, at or before the Effective Time, except where the failure to provide or obtain such would not, individually or in the aggregate, have a Material Adverse Effect on 7G, on a consolidated basis, or prevent the completion of the transactions contemplated in this Agreement; and

(d) between the Agreement Date and the Effective Time, there shall not have occurred any changes, events, circumstances or developments that would reasonably be likely to have (individually or in the aggregate) a Material Adverse Effect on 7G.

The conditions in this Section 6.2 are for the exclusive benefit of ARC and may be asserted by ARC regardless of the circumstances or may be waived by ARC in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which ARC may have, including the right of ARC to rely on any other of such conditions.

6.3 Additional Conditions to Obligations of 7G

The obligation of 7G to consummate the transactions contemplated by this Agreement, and in particular to complete the Business Combination, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) ARC shall have fulfilled and complied with in all material respects each of its covenants herein to be performed, fulfilled or complied with on or before the Effective Time, and ARC shall have provided to 7G a certificate of two executive officers certifying compliance with such covenants dated the Effective Date;

(b)

(i) the representations and warranties in Section (v) *(Capitalization)* of Schedule D shall be true and correct in all respects as of the Agreement Date and as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak of an earlier date, the

accuracy of which shall be determined as of such earlier date), except for such failures to be true and correct that are *de minimis*;

(ii) the representations and warranties in Sections (a) *(Organization and Qualification)*, (b) *(Authority Relative to this Agreement)*, (c) *(Material Subsidiaries)* and (d) *(Ownership of Subsidiaries)* of Schedule D shall be true and correct in all material respects as of the Agreement Date and as of the Effective Date as if made on and as of such date; and

(iii) all other representations and warranties of ARC set forth in this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such representations and warranties to be so true and correct would not result in, or would not reasonably be expected to result in, a Material Adverse Change in respect of ARC, on a consolidated basis or prevent the completion of the transactions contemplated in this Agreement (and, for this purpose, any reference to "material", "Material Adverse Effect" or any other concept of materiality shall be ignored),

and ARC shall have provided to 7G a certificate of two executive officers certifying such accuracy on the Effective Date;

(c) between the Agreement Date and the Effective Time, there shall not have occurred any changes, events, circumstances or developments that would reasonably be likely to have (individually or in the aggregate) a Material Adverse Effect on ARC; and

(d) on the Effective Date, the composition of the ARC Board shall be as set forth in Section 2.8(a).

The conditions in this Section 6.3 are for the exclusive benefit of 7G and may be asserted by 7G regardless of the circumstances or may be waived by 7G in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which 7G may have, including the right of 7G to rely on any other of such conditions.

6.4 Notice and Cure Provisions

(a) Each Party shall give prompt notice to the Other Party of the occurrence, or failure to occur, at any time from the Agreement Date to the Effective Date, of any event or state of facts that would, or would be likely to:

(i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Date; or

(ii) result in the failure to comply with or satisfy any covenant or condition to be complied with or satisfied by either Party hereunder prior to or at the Effective Date,

in each case to the extent that the conditions in Section 6.2(a) and Section 6.2(b), in the case of 7G's representations, warranties and covenants, and Section 6.3(a) and Section 6.3(b), in the case of ARC's representations, warranties and covenants, would not be capable of being satisfied at any time from the Agreement Date until the Effective Date. No such notification shall affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

(b) Neither 7G nor ARC may elect to terminate this Agreement as provided for in Section 9.1(c) unless promptly, and in any event prior to the issuance of the Certificate: (i) the Party intending to rely thereon has delivered a written notice to the Other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters that the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition or conditions precedent and shall provide in such notice that the Other Party shall be entitled to cure any breach of a covenant or representation and warranty or other matters within five Business Days after receipt of such notice (except that no cure period shall be provided for a breach that,

by its nature, cannot be cured and, in no event, shall any cure period extend beyond the Outside Date); and (ii) if the breaches of covenants, representations and warranties or other matters specified in such notice have not been cured by the date that is the earlier of the Outside Date and the date that is five Business Days after receipt of such notice, such date shall be the termination date. More than one such notice may be delivered by a Party.

6.5 Merger of Conditions

The conditions set out in this Article 6 are conclusively deemed to have been satisfied, waived or released upon the issuance of a Certificate in respect of the Business Combination.

ARTICLE 7
ADDITIONAL AGREEMENTS

7.1 Covenants Regarding Non-Solicitation

(a) Each Party shall, and shall cause its respective subsidiaries and its and their officers, directors, employees, financial advisors, legal counsel, accountants, advisors and all other representatives and agents ("**Representatives**"), as applicable, to: (i) immediately cease and cause to be terminated all existing solicitations, encouragements, discussions or negotiations (including through any of the Representatives of such Party), if any, with any third parties (other than the Other Party), initiated before the Agreement Date with respect to any Person that has made, indicated any interest in making or may reasonably be expected to make, an Acquisition Proposal; (ii) as and from the Agreement Date until termination of this Agreement pursuant to Article 9, immediately discontinue providing access to and disclosure of any of its confidential information and not allow or establish further access to any of its confidential information, or any data room, virtual or otherwise, to any Person (other than the Other Party or its Representatives) who has entered into a confidentiality agreement with the Party relating to an Acquisition Proposal; (iii) pursuant to and in accordance with each applicable confidentiality agreement relating to an Acquisition Proposal, promptly request the return or destruction of all information provided to any third parties that have entered into a confidentiality agreement with such Party and the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding such Party or any of its subsidiaries, and shall use reasonable commercial efforts to cause such requests to be honoured; and (iv) not release, waive, terminate or otherwise forbear in the enforcement of, amend or modify, or enter into or participate in any discussions, negotiations or agreements to release, waive or otherwise forbear or amend or modify, any rights or other benefits under any confidentiality agreements to which such Party or any of its subsidiaries is a party, including any "standstill provisions" thereunder; except, in respect of (ii) and (iii) above. Each Party undertakes to enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants or agreements that it has entered into with third parties prior to the Agreement Date.

(b) Neither Party shall, directly or indirectly, do, nor authorize or permit any of its Representatives to do, any of the following:

(i) solicit, assist, initiate or knowingly facilitate or encourage or take any action to solicit, assist, initiate or knowingly facilitate or encourage any Acquisition Proposal, or engage in any communication regarding the making of any proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, including by way of furnishing information or access to properties, facilities or books and records;

(ii) withdraw, amend, modify or qualify, or propose to withdraw, amend, modify or qualify, in any manner adverse to the Other Party, the 7G Board Recommendation (or any related recommendation by any committee of the 7G Board) or the ARC Board Recommendation (or any related recommendation by any committee of the ARC Board), as applicable;

(iii) make any public announcement or take any other action inconsistent with the 7G Board Recommendation or ARC Board Recommendation, as applicable;

(iv) enter into or otherwise engage or participate in any negotiations or any discussions regarding any inquiry, proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, or furnish or provide access to any information with respect to such Party's securities, business, properties, operations or conditions (financial or otherwise) in connection with or in furtherance of an Acquisition Proposal, or otherwise cooperate in any way with, or assist or knowingly participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;

(v) accept, recommend, approve, agree to, endorse or propose publicly to accept, recommend, approve, agree to or endorse, or, for a period in excess of two Business Days, take no position or a neutral position with respect to a publicly announced or publicly proposed, Acquisition Proposal; or

(vi) accept, approve, endorse or enter into (other than a confidentiality agreement permitted by and in accordance with Section 7.1(b)(vii)) or publicly propose to accept, approve, endorse or enter into any agreement, understanding or arrangement (including any letter of intent or agreement in principle) in respect of or in any way related to any Acquisition Proposal or providing for the payment of any break, termination or other fees or expenses to any Person if ARC or 7G, as applicable, completes the transactions contemplated hereby;

except that notwithstanding any other provisions of clause (ii) of Section 7.1(a) or this Section 7.1(b), each Party and its Representatives may:

(vii) at any time prior to obtaining the approval of the 7G Shareholders of the 7G Transaction Resolution (in the case of 7G) or at any time prior to obtaining the approval of the ARC Shareholders of the Share Issuance Resolution (in the case of ARC), enter into, or participate in, any discussions or negotiations with an arm's length third party who (without any solicitation, initiation or encouragement, directly or indirectly, after the Agreement Date, by such Party or any of its Representatives) seeks to initiate such discussions or negotiations and, subject to execution of a confidentiality and standstill agreement with terms at least as restrictive to such counterparty as the Confidentiality Agreement (on the condition that such confidentiality agreement shall provide for the disclosure thereof, along with the information provided thereunder, to the Other Party), may furnish to such third party information concerning such Party and its business, affairs, properties and assets (on the condition that such third party is not furnished with greater access or information than the Other Party), in each case if and only to the extent that:

(A) the third party has first made a written bona fide Acquisition Proposal, which did not result from a breach of this Section 7.1, and in respect of which the 7G Board or the ARC Board, as applicable, determines in good faith, after consultation with its external legal and independent financial advisors, constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal;

(B) prior to furnishing such information to or entering into or participating in any such negotiations or initiating any discussions with such third party, the Party promptly provides written notice to the Other Party to the effect that it is furnishing information to or entering into or participating in discussions or negotiations with such Person or entity and provides to the Other Party the confidentiality and standstill agreement entered into with such Person or entity in accordance with this Section 7.1(b)(vii) and the information required to be provided under Sections 7.1(c) and 7.1(d); and

(C) the Receiving Party has been, and would be after entering into or participating in any such discussions or negotiations, in compliance with all of its obligations under this Section 7.1;

(viii) comply with Division 3 of National Instrument 62-104 – *Take-Over Bids and Issuer Bid*s and similar provisions under Applicable Canadian Securities Laws relating to the provision of directors' circulars and make appropriate disclosure with respect thereto to its shareholders; and

(ix) at any time prior to obtaining the approval of the 7G Shareholders of the 7G Transaction Resolution (in the case of 7G) or at any time prior to obtaining the approval of the ARC Shareholders of the Share Issuance Approval (in the case of ARC), withdraw the 7G Board Recommendation (or any recommendation by any committee of the 7G Board) or the ARC Board Recommendation (or any recommendation by any committee of the ARC Board), as applicable, and accept, recommend, approve or enter into an agreement to implement a Superior Proposal from a third party but only if prior to such acceptance, recommendation, approval or implementation: (A) the board of directors of such Party shall have concluded in good faith, after considering all proposals to adjust the terms and conditions of this Agreement as contemplated by Section 7.1(d) and after receiving the advice of its financial advisors and external legal counsel, as reflected in minutes of the board of directors of such Party, that such Superior Proposal is in the best interests of the Party and the taking of such action is necessary for the board of directors of such Party to act in a manner consistent with its fiduciary duties under Applicable Law; (B) such Party complies with its obligations set out in Section 7.1(d); and (C) if such Party is entering into an agreement to implement a Superior Proposal, such Party terminates this Agreement in accordance with Section 9.1(f) or Section 9.1(g), as applicable, and concurrently therewith pays the amount required by Section 7.2 or Section 7.3, as applicable.

(c) If, after the Agreement Date, a Party or any of its subsidiaries (the "**Receiving Party**") is in receipt of an Acquisition Proposal or any request (which request may be reasonably considered to be in furtherance of, or in relation to, an Acquisition Proposal) for non-public information relating to the Receiving Party or its properties, facilities, books or records, the Receiving Party shall promptly (and in any event within 24 hours of receipt by the Receiving Party) notify the Other Party ("**Responding Party**") (at first orally and then in writing) of any Acquisition Proposal (or any amendment thereto) or any amendments to the foregoing received by the Receiving Party. Such notice shall include a copy of any written Acquisition Proposal (and any amendment thereto) or any such request (which request may be reasonably considered to be in furtherance of, or in relation to, an Acquisition Proposal) for non-public information relating to the Receiving Party or its properties, facilities, books or records received by the Receiving Party or, if no written Acquisition Proposal has been received, a description of the material terms and conditions of, and the identity of the Person making any inquiry, proposal or offer or request (to the extent then known by the Receiving Party). The Receiving Party shall also provide such further and other details of the Acquisition Proposal, request or any amendment thereto as the Responding Party may reasonably request (to the extent then known by the Receiving Party). The Receiving Party shall keep the Responding Party fully informed of the status, including any change to material terms, of any Acquisition Proposal, request or any amendment thereto, shall respond promptly to all reasonable inquiries by the Responding Party with respect thereto, and shall provide to the Responding Party copies of all correspondence and other written material sent to or provided to the Receiving Party by any Person in connection with such inquiry, proposal, offer or request sent or provided by the Receiving Party to any Person in connection with such inquiry, proposal, offer or request.

(d) Following receipt of a Superior Proposal, the Receiving Party shall give the Responding Party, orally and in writing, at least five Business Days advance notice of any decision by its board of directors to accept, recommend, approve or enter into an agreement to implement a Superior Proposal, which notice shall:

(i) confirm that the board of directors of the Receiving Party has determined that such Acquisition Proposal constitutes a Superior Proposal;

(ii) identify the third party making the Superior Proposal;

(iii) if the Receiving Party is proposing to enter into an agreement to implement such Superior Proposal, confirm that the entering into of a definitive agreement to implement such Superior Proposal is not subject to any financing condition; and

(iv) if the Receiving Party is proposing to enter into an agreement to implement such Superior Proposal, confirm that a definitive agreement to implement such Superior Proposal has been settled between the Receiving Party and such third party in all material respects (including in respect of the value and financial terms and the value ascribed to any non-cash consideration offered under such

Acquisition Proposal), and the Receiving Party will concurrently provide a true and complete copy thereof, together with all supporting materials, including any financing documents supplied to the Receiving Party in connection therewith, and will thereafter promptly provide any amendments thereto, to the Responding Party.

During the five Business Day period commencing on the delivery of such notice (such period, the "**Matching Period**"), the Receiving Party agrees not to accept, recommend, approve or enter into any agreement to implement such Superior Proposal and not to release the party making the Superior Proposal from any standstill provisions and shall not change, withdraw, withhold, amend, modify or qualify, or propose publicly to change, withdraw, withhold, amend, modify or qualify, the 7G Board Recommendation or the ARC Board Recommendation, as applicable. During the Matching Period, the Responding Party shall have the opportunity (but not the obligation) to offer to amend this Agreement and the Business Combination in order for such Acquisition Proposal to cease to be a Superior Proposal. In addition, during the Matching Period, or such longer period as the Receiving Party may approve in writing for such purpose: (i) the board of directors of the Receiving Party shall review any offer made by the Responding Party to amend this Agreement and the Business Combination in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (ii) the Receiving Party shall negotiate in good faith with the Responding Party to make such amendments to the terms of this Agreement and the Business Combination as would enable the Responding Party to proceed with the transactions contemplated by this Agreement on such amended terms. If the board of directors of the Receiving Party determines that such Acquisition Proposal would cease to be a Superior Proposal: (x) the Receiving Party shall promptly so advise the Responding Party, and the Receiving Party and the Responding Party shall amend this Agreement to reflect such offer made by the Responding Party, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing; and (y) the board of directors of the Receiving Party shall not accept, recommend, approve or enter into any agreement to implement such Acquisition Proposal and shall not release the party making the Acquisition Proposal from any standstill provisions and shall not change, withdraw, withhold, amend, modify or qualify, or propose publicly to change, withdraw, withhold, amend, modify or qualify, the 7G Board Recommendation or the ARC Board Recommendation, as applicable. The Receiving Party acknowledges that each successive material modification of any Superior Proposal that results in an increase in the consideration (or the value thereof) to be received by the Receiving Party's shareholders or other material terms or conditions shall constitute a new Superior Proposal for purposes of the requirement under this Section 7.1(d) to initiate a new Matching Period.

(e) The ARC Board or the 7G Board shall promptly and in any event within 24 hours after the determination in clause (i) or (ii) below, reaffirm the 7G Board Recommendation or ARC Board Recommendation, as applicable, by news release after any Acquisition Proposal is publicly announced or made if: (i) the board of directors of the Receiving Party determines that such Acquisition Proposal does not constitute a Superior Proposal in accordance with this Section 7.1; or (ii) the board of directors of the Receiving Party determines that an amendment to the terms of this Agreement has been agreed that results in the Acquisition Proposal not being a Superior Proposal. The Receiving Party shall provide the Responding Party and its external legal counsel with a reasonable opportunity to review the form and content of any such news release and shall make all reasonable amendments to such news release as requested by the Responding Party and its counsel.

(f) Each of ARC and 7G agree that all information that may be provided to it by the Other Party with respect to any Superior Proposal pursuant to this Section 7.1 shall be treated as if it were "Confidential Information" as that term is defined in the Confidentiality Agreement, and such information shall not be disclosed or used except in accordance with the Confidentiality Agreement or in order to enforce its rights under this Agreement in legal proceedings.

(g) Each Party shall ensure that its Representatives are aware of the provisions of this Section 7.1. Each Party shall be responsible for any breach of this Section 7.1 by its Representatives.

7.2 ARC Disposition of Rights

If at any time after the execution and delivery of this Agreement and prior to the termination of this Agreement:

(a) the 7G Board (or any committee thereof): (i) fails to make the 7G Board Recommendation; (ii) changes, withdraws, withholds, amends, modifies or qualifies, or proposes publicly to change, withdraw, withhold, amend, modify or qualify, the 7G Board Recommendation in a manner adverse to ARC (it being understood that the taking of a neutral position or no position with respect to an announced Acquisition Proposal beyond the earlier of a period of two Business Days following such announcement or the date which is the day prior to the date proxies in respect of the 7G Meeting must be deposited shall be considered an adverse modification to such recommendation); (iii) fails to reaffirm publicly the 7G Board Recommendation: (A) in the manner and within the time period set out in Section 7.1(e); or (B) within five Business Days after having been requested to do so by ARC; or (iv) resolves to do any of the foregoing, and this Agreement is terminated pursuant to Section 9.1(d);

(b) 7G breaches any of its obligations under Section 7.1 in any material respect, and this Agreement is terminated pursuant to Section 9.1(d);

(c) the 7G Board (or any committee thereof): (i) accepts, recommends, approves, agrees to, endorses or enters into, or proposes publicly to accept, recommend, approve, agree to, endorse or enter into, an agreement, understanding or letter of intent to implement an Acquisition Proposal; or (ii) fails to recommend unequivocally against acceptance of an Acquisition Proposal, and this Agreement is terminated pursuant to Section 9.1(d);

(d) this Agreement is terminated by 7G or ARC pursuant to Section 9.1(b)(i) and prior to such termination an Acquisition Proposal (or an intention to make an Acquisition Proposal) for 7G has been publicly announced, proposed, disclosed, offered or made by any Person (other than ARC or its affiliates) and, within 12 months following the date of such termination:

(i) the 7G Board recommends any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such 12-month period);

(ii) 7G enters into a binding definitive agreement in respect of any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such 12-month period); or

(iii) any Acquisition Proposal is consummated with 7G; or

(e) 7G enters into a definitive agreement with respect to a Superior Proposal pursuant to Section 7.1(b)(ix) and terminates this Agreement pursuant to Section 9.1(f),

(each of the above, if not timely cured, if applicable, or waived by ARC, being (upon expiration of the applicable cure period) hereinafter referred to as a "**ARC Disposition Event**"), 7G shall pay to ARC $75 million (the "**ARC Termination Amount**"), in consideration for the disposition of ARC's rights under this Agreement, in immediately available funds, to an account designated by ARC, as follows:

(i) if the ARC Termination Amount is payable pursuant to Section 7.2(a), Section 7.2(b) or Section 7.2(c), the ARC Termination Amount shall be payable within two Business Days following the occurrence of such ARC Disposition Event;

(ii) if the ARC Termination Amount is payable pursuant to Section 7.2(d), the ARC Termination Amount shall be payable upon the consummation of the Acquisition Proposal referred to therein; or

(iii) if the ARC Termination Amount is payable pursuant to Section 7.2(e), the ARC Termination Amount shall be payable concurrently with the termination of this Agreement.

7G shall only be obligated to pay one ARC Termination Amount pursuant to this Section 7.2.

7.3 7G Disposition of Rights

If, at any time after the execution and delivery of this Agreement and prior to the termination of this Agreement:

(a) the ARC Board (or any committee thereof): (i) fails to make the ARC Board Recommendation; (ii) changes, withdraws, withholds, amends, modifies or qualifies, or proposes publicly to change, withdraw, withhold, amend, modify or qualify, the ARC Board Recommendation in a manner adverse to 7G (it being understood that the taking of a neutral position or no position with respect to an announced Acquisition Proposal beyond the earlier of a period of two Business Days following such announcement or the date which is the day prior to the date proxies in respect of the ARC Meeting must be deposited shall be considered an adverse modification to such recommendation); (iii) fails to reaffirm publicly the ARC Board Recommendation: (A) in the manner and within the time period set out in Section 7.1(e); or (B) within five Business Days after having been requested to do so by 7G; or (iv) resolves to do any of the foregoing, and this Agreement is terminated in accordance with Section 9.1(e);

(b) ARC breaches any of its obligations under Section 7.1 in any material respect, and this Agreement is terminated in accordance with Section 9.1(e);

(c) the ARC Board (or any committee thereof): (i) accepts, recommends, approves, agrees to, endorses or enters into, or proposes publicly to accept, recommend, approve, agree to, endorse or enter into, an agreement, understanding or letter of intent to implement an Acquisition Proposal; or (ii) fails to recommend unequivocally against acceptance of an Acquisition Proposal, and this Agreement is terminated in accordance with Section 9.1(e);

(d) this Agreement is terminated by 7G or ARC pursuant to Section 9.1(b)(ii) and prior to such termination an Acquisition Proposal (or an intention to make an Acquisition Proposal) for ARC has been publicly announced, proposed, disclosed, offered or made by any Person (other than 7G or its affiliates) and, within 12 months following the date of such termination:

  (i) the ARC Board recommends any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such 12-month period);

  (ii) ARC enters into a binding definitive agreement in respect of any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such 12-month period); or

  (iii) any Acquisition Proposal is consummated with ARC; or

(e) ARC enters into a definitive agreement with respect to a Superior Proposal pursuant to Section 7.1(b)(ix) and terminates this Agreement pursuant to Section 9.1(g)

(each of the above, if not timely cured, if applicable, or waived by 7G, being (upon expiration of the applicable cure period) hereunder referred to as a "**7G Disposition Event**"), ARC shall pay to 7G $75 million (the "**7G Termination Amount**"), in consideration for the disposition of 7G's rights under this Agreement, in immediately available funds, to an account designated by 7G, as follows:

  (i) if the 7G Termination Amount is payable pursuant to Section 7.3(a), Section 7.3(b) or Section 7.3(c), the 7G Termination Amount shall be payable within two Business Days following the occurrence of such 7G Disposition Event;

  (ii) if the 7G Termination Amount is payable pursuant to Section 7.3(d), the 7G Termination Amount shall be payable upon the consummation of the Acquisition Proposal referred to therein; or

(iii) if the 7G Termination Amount is payable pursuant to Section 7.3(e), the 7G Termination Amount shall be payable concurrently with the termination of this Agreement.

ARC shall only be obligated to pay one 7G Termination Amount pursuant to this Section 7.3.

7.4 Quantum of Termination Amounts and Specific Performance

Each of ARC and 7G acknowledges that the payment of the amounts set out in Section 7.2 or Section 7.3 is a payment in consideration for the disposition of the Other Party's rights under this Agreement and agrees that such amount represents a genuine pre-estimate of the damages that ARC or 7G (as applicable) will suffer or incur as a result of the event giving rise to the disposition of rights under this Agreement and the resultant termination of this Agreement and is not a penalty. Each of ARC and 7G irrevocably waives any right it may have to raise as a defence that any such amounts payable by it are excessive or punitive. For greater certainty, ARC and 7G agree that receipt of an amount pursuant to Section 7.2 or Section 7.3 is the sole monetary remedy of ARC or 7G (as applicable) hereunder in such circumstances, except that this limitation shall not apply in the event of fraud, or wilful or intentional breach of this Agreement, by the Party that has made, or is required to make, a payment pursuant to Section 7.2 or Section 7.3, and, in such circumstances, the non-breaching Party may pursue an action against the breaching Party for damages. Nothing in Section 7.2, Section 7.3 or this Section 7.4 shall, in circumstances where the ARC Termination Amount or the 7G Termination Amount, as applicable, is not payable, otherwise preclude ARC or 7G, as applicable, from pursuing an action against the Other Party for damages for a breach under this Agreement or from seeking and obtaining injunctive relief to restrain any breach or threatened breach of the covenants or agreements of the Other Party set out in this Agreement or the Confidentiality Agreement or otherwise to obtain specific performance of any of such acts, covenants or agreements, without the necessity of posting bond or security in connection therewith.

7.5 Fees and Expenses

Except as expressly set out in this Agreement, each Party covenants and agrees to bear its own fees, costs and expenses in connection with the transactions contemplated by this Agreement and the Business Combination. ARC and 7G shall each be responsible for and shall pay 50% of the filing fees payable in respect of the Key Regulatory Approvals.

7.6 Access to Information; Confidentiality

(a) From and after the Agreement Date until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with Applicable Laws (including antitrust and competition laws) and the terms of any existing Contracts (including the Confidentiality Agreement), 7G shall, and shall cause each other member of the 7G Group and its and their respective Representatives to, provide ARC and its Representatives such access as ARC may reasonably require at all reasonable times, at ARC's sole cost and expense and only during normal business hours, including for the purpose of facilitating integration business planning and reviewing 7G's cash management policy and internal financing policies, to their premises (including field offices and sites), books, Contracts, Returns, records, Information Technology, properties, assets, officers, employees, agents and management personnel, and shall furnish promptly to ARC all data and information as ARC may reasonably request in order to permit ARC to be in a position to expeditiously and efficiently integrate the business and operations of ARC and 7G immediately upon but not prior to the Effective Date; provided that no investigations made by or on behalf of ARC, whether under this Section 7.6 or otherwise, shall waive, diminish the scope of, or otherwise affect, or be deemed to modify, any representation or warranty made by 7G herein. Without limiting the foregoing and subject to compliance with Applicable Law and the terms of any existing Contracts (including the Confidentiality Agreement): (i) ARC and its Representatives shall, upon reasonable prior notice, have the right to conduct inspections of the properties of each member of the 7G Group; (ii) 7G shall, upon ARC's request, facilitate discussions between ARC and any third party from whom consent may be required (iii) 7G shall, on a bi-weekly basis or if otherwise requested by ARC, provide ARC with the details (which shall not include the identity of the proposed counterparty) of any proposed Hedging Transactions contemplated by 7G; (iv) each Party shall within 14 days following the Agreement Date, provide the Other Party with a list of all authorizations for expenditures ("**AFEs**") approved for the year ended December 31, 2021, following which each Party shall on a weekly basis provide the Other Party with a list of new or amended AFEs approved by the Party for

such time period; and (v) 7G and ARC shall form a committee consisting of appropriate senior officers and other representatives that shall meet on a regular basis for the purpose of integration business planning, with mechanisms in place to ensure that all pre-closing activities of the 7G and ARC continue to be conducted independently.

(b) 7G shall provide information and reasonable assistance to ARC in implementing a communications plan of ARC in respect of 7G's employees. ARC shall consult with and consider the reasonable comments of 7G in connection with the implementation of such plan. 7G shall coordinate reasonable access to 7G's employees, from time to time, as reasonably requested by ARC and may attend and participate in any discussions or presentations in connection therewith.

(c) Nothing in this Section 7.6 shall require a Party to disclose information which it is prohibited from disclosing pursuant to a written confidentiality agreement or confidentiality provision of an agreement with a third party or information that, in the opinion of the Party, acting reasonably, is competitively sensitive (provided that the Parties acknowledge and agree that external counsel to the Parties may have access to such information on a privileged and confidential basis in connection with obtaining regulatory approvals required in connection with the Business Combination, including the Key Regulatory Approvals) or may result in jeopardizing a Party's legal privilege in respect of such information.

(d) The Parties acknowledge and agree that all information provided (or any of its Representatives) pursuant to this Section 7.6 shall be considered to be "**Confidential Information**" for purposes of the Confidentiality Agreement and shall be subject to the Confidentiality Agreement.

7.7 Insurance and Indemnification

(a) ARC and 7G agree that that all rights to indemnification, expense reimbursement or exculpation now existing in favour of present and former officers and directors of 7G shall survive completion of the Business Combination and, after the Effective Time, 7G and any successor to 7G will not take any action to terminate or adversely affect, and will fulfill its obligations pursuant to, expense advancement and exculpation arrangements and indemnities provided or available to or in favour of past and present officers and directors of 7G pursuant to the provisions of the articles, by-laws or other constating documents of 7G, applicable corporate legislation and any written indemnity agreements (and each of them), which have been entered into between 7G and its past or current officers or directors effective on or prior to the Agreement Date.

(b) ARC will maintain or cause to be maintained in effect for six years from the Effective Time, policies of directors' and officers' liability insurance for the benefit of the existing 7G directors and officers providing coverage comparable to the coverage provided by the directors' and officers' policies obtained by 7G that are in effect immediately prior to the Effective Time and providing coverage in respect of claims arising from facts or events that occurred on or prior to the Effective Time and which will cover all claims made prior to the Effective Date or within six years of the Effective Date. Prior to the Effective Time, 7G may, in the alternative, purchase run off directors' and officers' liability insurance for the benefit of its officers and directors having a coverage period of up to six years from the Effective Time, and in such event ARC will not have any further obligation under this Section 7.7.

(c) In the event that ARC or any of its successors or assigns shall (i) consolidate with or merge or amalgamate into any other Person and shall not be the continuing or surviving company or entity of such consolidation, merger or amalgamation or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each such case, ARC shall cause proper provision to be made so that the successor and assign of ARC or all or substantially all of its properties and assets, as the case may be, assumes the obligations set forth in this Section 7.7.

7.8 Financial Advisors

As at the Agreement Date, ARC and 7G represent and warrant to each other that, except for RBC Dominion Securities Inc. in the case of ARC, and CIBC World Markets Inc. in the case of 7G, no financial advisor,

broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission, or to the reimbursement of any of its expenses, in connection with the Business Combination. Each Party has provided to the Other Party a correct and complete copy of all agreements relating to the arrangements between it and its financial advisors as are in existence at the Agreement Date and agrees: (a) not to amend the terms of any such agreements relating to the payment of fees and expenses or indemnification without the prior written approval of the Other Party; and (b) not to disclose the terms of the agreements between the Other Party and its financial advisors to such Party's financial advisors.

7.9 Privacy Issues

(a) For the purposes of this Section 7.9, "**Transferred Information**" means any Personal Information to be disclosed or conveyed to one Party or any of its representatives or agents (for purposes of this Section 7.9, the "**Recipient**") by or on behalf of the Other Party (for purposes of this Section 7.9, the "**Disclosing Party**") as a result of or in conjunction with the transactions contemplated herein, and includes all such Personal Information disclosed to the Recipient on or prior to the Agreement Date.

(b) Each Disclosing Party acknowledges and confirms that any Transferred Information which it is responsible for disclosing to a Recipient is necessary for the purposes of determining if the Parties shall proceed with the transactions contemplated in this Agreement, and if the determination is made to proceed with such transactions contemplated, to complete them.

(c) Each Disclosing Party covenants and agrees to, upon request, use reasonable efforts to advise the Recipient of the purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates and the additional purposes where the Disclosing Party has notified the individual of such additional purpose, and where required by Applicable Law, obtained the consent of such individual to such use or disclosure.

(d) In addition to its other obligations hereunder, each of the Parties covenants and agrees to, and shall use reasonable commercial efforts to cause its Recipients to:

(i) prior to the completion of the transactions contemplated herein:

(A) use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated hereby, including for the purpose of determining to complete such transactions;

(B) protect the Transferred Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; provided, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of the Transferred Information; and

(C) if the transactions contemplated hereby do not proceed, return the Transferred Information to the Disclosing Party or destroy it, at the Disclosing Party's election, within a reasonable time;

(ii) after the completion of the transactions contemplated herein:

(A) use and disclose the Transferred Information under its control only for those purposes for which the Transferred Information was initially collected, permitted to be used or disclosed, unless:

(I) the Disclosing Party or the Recipient has first notified the individual about whom the Transferred Information related of any additional purpose, and where required by Applicable Law, obtained the consent of such individual to such additional purpose; or

(II) such use or disclosure is permitted or authorized by Applicable Law, without notice to, or consent from, such individual;

(B) protect the Transferred Information under its control by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; provided, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of the Transferred Information; and

(C) give effect to any withdrawal of consent made by an individual to whom the Transferred Information under its control relates; and

(iii) notwithstanding any other provision herein, where the disclosure or transfer of Transferred Information to the Recipient requires the consent of, or the provision of notice to, the individual about whom the Transferred Information relates, to not require or accept the disclosure or transfer of such Transferred Information until the Disclosing Party has first notified such individual of such disclosure or transfer and the purpose for same, and where required by Applicable Law, obtained the individual's consent to same and to only collect, use and disclose such information to the extent necessary to complete the transactions contemplated herein and as authorized or permitted by Laws.

(e) Where required by Applicable Law, each of the Parties agrees to promptly notify the individuals about whom the Transferred Information relates that the transactions contemplated herein have taken place and that their Transferred Information has been disclosed in connection herewith.

ARTICLE 8
AMENDMENT

8.1 Amendment

Subject to the Interim Order, the Final Order and Applicable Laws, this Agreement (other than the Plan of Arrangement, which may only be amended in accordance with Article 5 thereof) may, at any time and from time to time before or after the holding of the 7G Meeting and the ARC Meeting, but prior to the Effective Time, be amended by written agreement of the Parties without further notice to, or authorization from, their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of ARC or 7G hereunder;

(b) waive any inaccuracies in, or modify, any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with, or modify, any of the covenants contained herein and waive or modify performance of any of the obligations of ARC or 7G hereunder; or

(d) waive satisfaction of, or modify, any of the conditions precedent set out herein;

on the condition that no such amendment: (i) reduces or modifies or otherwise changes the substance or form of the consideration to be received under the Business Combination by the 7G Shareholders without approval by the 7G Shareholders given in the same manner as required for the approval of the 7G Transaction Resolution; or (ii) increases the maximum number of ARC Shares issuable to the 7G Shareholders pursuant to the Business Combination without approval by the ARC Shareholders given in the same manner as required for the approval of the Share Issuance Resolution.

ARTICLE 9
TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to the Effective Date:

(a) by mutual written agreement of the Parties;

(b) by either Party if:

(i) the 7G Shareholders fail to approve the 7G Transaction Resolution by the 7G Required Approval at the 7G Meeting in accordance with the Interim Order;

(ii) the ARC Shareholders fail to approve the Share Issuance Resolution by the requisite vote at the ARC Meeting;

(iii) a change in Law is enacted, made, enforced or amended that makes the consummation of the Business Combination illegal or otherwise prohibits or enjoins the Parties from completing the Business Combination, and such Law has, if applicable, become final and non-appealable, on the condition that: (A) the Party seeking to terminate this Agreement has used its reasonable commercial efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Business Combination; and (B) the enactment, making, enforcement or amendment of such Law was not primarily due to the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(iv) if the Effective Time shall not have occurred on or prior to the Outside Date, except that the right to terminate this Agreement under this Section 9.1(b)(iv) shall not be available to a Party whose failure to fulfill any of its obligations has been the cause of, or resulted in, the failure of the Effective Time to occur by such date;

(c) if any of the conditions set forth in Sections 6.1 or 6.2 in the case of ARC, or in Sections 6.1 or 6.3, in the case of 7G, has not been satisfied or waived by the Outside Date or such condition is incapable of being satisfied by the Outside Date; provided that the Party seeking termination is in compliance with its obligations as provided in Section 6.4(b), if applicable, and on the condition that the failure to satisfy the particular condition precedent being relied upon as a basis for termination of this Agreement did not occur as a result of a breach by the Party seeking to rely on the condition precedent of any of its covenants or obligations under the Agreement;

(d) by ARC upon the occurrence of an ARC Disposition Event, as provided in Section 7.2;

(e) by 7G upon the occurrence of a 7G Disposition Event, as provided in Section 7.3;

(f) by 7G, prior to approval of the 7G Transaction Resolution, if 7G enters into, or the 7G Board authorizes 7G to enter into, a definitive agreement with respect to a Superior Proposal, provided that:

(i) 7G has previously paid or concurrently pays to ARC the ARC Termination Amount; and

(ii) 7G has complied with its obligations set out in Section 7.1; or

(g) by ARC, prior to approval of the Share Issuance Resolution, if ARC enters into, or the ARC Board authorizes ARC to enter into, a definitive agreement with respect to a Superior Proposal, provided that:

(i) ARC has previously paid or concurrently pays to 7G the 7G Termination Amount; and

(ii) ARC has complied with its obligations set out in Section 7.1.

9.2 Notice and Effect of Termination

(a) The Party desiring to terminate this Agreement pursuant to Section 9.1 (other than pursuant to Section 9.1(c) in circumstances in which Section 6.4(b) is applicable and has been complied with) shall give written notice of such termination to the Other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

(b) If this Agreement is terminated in the circumstances set out in Section 9.1, this Agreement shall forthwith become void and neither Party shall have any liability or further obligation to the Other Party hereunder, except with respect to the obligations set forth in this Section 9.2, Sections 1.11, 3.3(i), 7.2, 7.3, 7.4, 7.5 and 7.9, Article 10 and Article 11, where applicable, which shall survive any termination hereof. Nothing contained in this Section 9.2 shall relieve either Party from liability for any fraud, or wilful or intentional breach of any provision of this Agreement prior to the termination of this Agreement. No termination of this Agreement shall affect the obligations of the Parties pursuant to the Confidentiality Agreement, except to the extent specified therein.

9.3 Waiver

Either Party may: (a) extend the time for the performance of any of the obligations or other acts of the Other Party; (b) waive compliance with any of the Other Party's agreements or the fulfillment of any conditions to its own obligations contained herein; and (c) waive inaccuracies in any of the Other Party's representations or warranties contained herein or in any document delivered by the Other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and such waiver shall apply only to the specific matters identified in such instrument. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.

ARTICLE 10
NOTICES

10.1 Notices

Any notice that is required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be delivered personally (including by courier) or sent by email to the Party to whom it is addressed, as follows:

(a) if to ARC, addressed to it at:

ARC Resources Ltd.
1200, 308 4th Avenue S.W.
Calgary, Alberta T2P 0H7

Attention: Terry Anderson, President & Chief Executive Officer
Email: **[*email redacted*]**

with a copy to:

Burnet, Duckworth & Palmer LLP
2400, 525 8th Avenue S.W.
Calgary, Alberta, T2P 1G1

Attention: Grant Zawalsky / Kelsey Clark
Email: gaz@bdplaw.com / kcc@bdplaw.com

(b) if to 7G, addressed to it at:

Seven Generations Energy Ltd.
4400, 525 8th Avenue S.W.
Calgary, Alberta, T2P 1G1

Attention: Marty Proctor, President & Chief Executive Officer
Email: **[*email redacted*]**

with a copy to:

Stikeman Elliott LLP
4300 Bankers Hall West
888 - 3rd Street S.W.
Calgary, Alberta T2P 5C5

Attention: Leland Corbett / Benjamin Hudy
Email: lcorbett@stikeman.com / bhudy@stikeman.com

or to such other address as a Party may, from time to time, advise to the Other Party by notice in writing. The date or time of receipt of any such notice shall be deemed to be the date of delivery or the time such email is received.

ARTICLE 11
GENERAL

11.1 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

11.2 Assignment

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the Other Party.

11.3 Disclosure

The Parties agree to issue a joint press release with respect to this Agreement as soon as practicable after its due execution. Thereafter each Party shall promptly provide to the Other Party, for review by the Other Party and its counsel, and receive the prior consent, not to be unreasonably withheld, of the Other Party prior to issuing, or permitting any of its directors, officers, employees or agents to issue, any news release or other written statement or other public disclosure document with respect to this Agreement or the Business Combination, and the Other Party agrees to keep such information confidential until it is filed as part of such Party's public disclosure record on SEDAR. From the Agreement Date until the earlier of the Effective Date or the date on which this Agreement is terminated in accordance with its terms, each Party further agrees to provide to the Other Party and its counsel, prior to filing or issuance of, a copy of any financial statements, management's discussion and analysis, annual information form, material change report, press release or similar type document proposed to be filed or issued by the Party and to consider and include any reasonable comments from the Other Party and its counsel. Notwithstanding the foregoing, if either Party is required by Applicable Laws, or the rules of any stock exchange on which any of its securities may be listed, to make any disclosure relating to this Agreement or the transactions contemplated by this Agreement, such disclosure may be made, but that Party shall use reasonable commercial efforts to consult with the Other Party as to the nature and wording of such disclosure prior to it being made.

11.4 Severability

If any one or more of the provisions (or any part thereof) of this Agreement is determined to be invalid, illegal or unenforceable in any respect in any jurisdiction, such provision or provisions (or part or parts thereof) shall be, and shall be conclusively deemed to be, as to such jurisdiction, severable from the balance of this Agreement and:

(a) the validity, legality or enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired by the severance of the provisions (or parts thereof) so severed; and

(b) the invalidity, illegality or unenforceability of any provision (or part thereof) of this Agreement in any jurisdiction shall not affect or impair such provision (or part thereof) or any other provisions of this Agreement in any other jurisdiction.

Upon any determination that any term or other provision in this Agreement is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the fullest extent possible.

11.5 Further Assurances

Each Party shall from time to time and at all times hereafter at the request of the Other Party, but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this Agreement.

11.6 Time of Essence

Time is of the essence in this Agreement.

11.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Parties irrevocably attorn to the jurisdiction of the courts of the Province of Alberta in respect of all disputes arising under or in relation to this Agreement.

11.8 Specific Performance

Each Party agrees that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the Other Party in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, except as provided for in Section 7.4, each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or the Confidentiality Agreement or to otherwise obtain specific performance of any such provisions, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

11.9 Third Party Beneficiaries

The provisions of Sections 3.9 and 7.7 are: (i) intended for the benefit of the Debt Financing Sources and all present and former directors and officers of 7G, respectively, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her heirs, executors administrators and other legal representatives (collectively, the "**Third Party Beneficiaries**") and ARC shall hold the rights and benefits of Sections 3.9 and 7.7 in trust for and on behalf of the Third Party Beneficiaries and ARC hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries; and (ii) in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by

Contract or otherwise. The provisions of Section 3.4(f) are: (A) intended for the benefit of all holders of ARC Shares immediately after the consummation of the Business Combination and their successors and assigns and ARC shall hold the rights and benefits of Section 3.4(f) in trust for and on behalf of such Persons and ARC hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of such Persons; and (B) in addition to, and not in substitution for, any other rights that such Persons may have by Contract or otherwise. Except as provided in this Section 11.9, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

11.10 Counterparts

This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[The Remainder of this Page is Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

ARC RESOURCES LTD.

By: (signed) *"Terry Anderson"*
President and Chief Executive Officer

By: (signed) *"Kris Bibby"*
Senior Vice President and Chief Financial Officer

SEVEN GENERATIONS ENERGY LTD.

By: (signed) *"Marty Proctor"*
President and Chief Executive Officer

By: (signed) *"Derek Aylesworth"*
Chief Financial Officer

SCHEDULE "A"

PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE
CANADA BUSINESS CORPORATIONS ACT

ARTICLE 1
INTERPRETATION

1.1 Definitions

Whenever used in this Plan of Arrangement, unless there is something in the context or subject matter inconsistent therewith, the following defined words and terms have the indicated meanings and grammatical variations of such words and terms have corresponding meanings:

"**7G**" means Seven Generations Energy Ltd., a corporation existing under the CBCA;

"**7G Meeting**" means the special meeting of 7G Shareholders to be called to permit the 7G Shareholders to consider the 7G Transaction Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

"**7G Shareholders**" means the holders of 7G Shares;

"**7G Shares**" means the class A common shares of 7G as constituted on the Agreement Date;

"**7G Transaction Resolution**" means the special resolution in respect of the Business Combination to be considered by the 7G Shareholders at the 7G Meeting, substantially in the form included in the Business Combination Agreement as Schedule "B" attached thereto;

"**ABCA**" means the Business Corporations Act, RSA 2000, c B-9;

"**Agreement Date**" means the date of the execution of the Business Combination Agreement;

"**Applicable Canadian Securities Laws**" means, collectively, the securities acts or similar statutes of each of the provinces and territories of Canada and the respective rules and regulations under such laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the provinces and territories of Canada and all rules, by-laws and regulations governing the TSX;

"**Applicable Laws**" means, in any context that refers to one or more Persons or its or their respective businesses, activities, properties, assets, undertakings or securities, the Laws that apply to such Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and, for greater certainty, includes Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

"**Applicable U.S. Securities Laws**" means federal and state securities legislation of the United States and all rules, regulations and orders promulgated thereunder;

"**ARC**" means ARC Resources Ltd., a corporation existing under the ABCA;

"**ARC Meeting**" means the special meeting of ARC Shareholders to be called to permit the ARC Shareholders to consider the Share Issuance Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

"**ARC Shareholders**" means the holders of ARC Shares;

"**ARC Shares**" means the common shares of ARC as constituted on the Agreement Date;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Plan of Arrangement required under section 192(6) of the CBCA to be filed with the Director after the Final Order has been granted and all other conditions precedent to the Business Combination have been satisfied or waived, to give effect to the Business Combination;

"**Business Combination**" means the business combination, pursuant to section 192 of the CBCA, on the terms set out in the Plan of Arrangement, as supplemented, modified or amended in accordance with the Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Business Combination Agreement**" means the business combination agreement dated February 10, 2021 between ARC and 7G with respect to the Business Combination, as supplemented, modified or amended;

"**Business Day**" means, with respect to any action to be taken, any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

"**CBCA**" means the Canada *Business Corporations Act*, RSC 1985, c C-44;

"**Certificate**" means the certificate or other proof of filing to be issued by the Director pursuant to section 192(7) of the CBCA in respect of the Articles of Arrangement;

"**Circular**" means the joint management information circular of 7G and ARC to be sent by 7G to the 7G Shareholders (and any other Persons required by the Interim Order) in connection with the 7G Meeting and to be sent by ARC to the ARC Shareholders (and any other Persons required by the ABCA) in connection with the ARC Meeting, together with any amendments thereto or supplements thereof;

"**Court**" means the Court of Queen's Bench of Alberta;

"**Depositary**" means Computershare Investor Services Inc.;

"**Director**" means the Director appointed under section 260 of the CBCA;

"**Dissenting Shareholder**" means any registered 7G Shareholder who has duly and validly exercised its Dissent Rights with respect to the 7G Transaction Resolution pursuant to Article 4 and the Interim Order, and has not withdrawn or been deemed to have been withdrawn such exercise of Dissent Rights;

"**Dissent Rights**" means the rights of dissent of Dissenting Shareholders in respect of the Business Combination described in Section 4.1;

"**Effective Date**" means the date the Business Combination becomes effective in accordance with the CBCA;

"**Effective Time**" means the time on the Effective Date when the Business Combination becomes effective in accordance with the CBCA;

"**Encumbrance**" means, any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**Exchange Ratio**" means the exchange ratio of 1.108 of an ARC Share for each 7G Share unless the Effective Time occurs after June 30, 2021 and, prior to such date, ARC declares a quarterly dividend to shareholders of record on June 30, 2021, in which case it means the exchange ratio of 1.116 of an ARC Share for each 7G Share;

"**Final Order**" means the order of the Court approving the Business Combination pursuant to section 192(4) of the CBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Governmental Authority**" means any: (i) domestic or foreign federal, territorial, provincial, state, regional, municipal or local governmental, regulatory or administrative authority, department, court, agency, commission, board

or tribunal, arbitral body, bureau, ministry, agency or instrumentality or official, including any political subdivision thereof; (ii) quasi-governmental or private body exercising regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iii) any stock exchange;

"**Interim Order**" means the interim order of the Court concerning the Business Combination under section 192(4) of the CBCA, containing declarations and directions with respect to the Business Combination and the holding of the 7G Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Laws**" means all laws (including, for greater certainty, common law), statutes, regulations, bylaws, statutory rules, orders, ordinances, protocols, codes, guidelines, notices and directions enacted by a Governmental Authority (including all Applicable Canadian Securities Laws and all Applicable U.S. Securities Laws) and the terms and conditions of any grant of approval, permission, judgment, decision, ruling, award, authority or license of any Governmental Authority or self-regulatory authority;

"**Letter of Transmittal**" means the letter of transmittal to be sent to 7G Shareholders for use in connection with the Business Combination, in the form accompanying the Circular;

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Plan of Arrangement**" means this plan of arrangement, as supplemented, modified or amended in accordance with the terms of the Business Combination Agreement or the terms hereof, and "hereby", "hereof", "herein", "hereunder", "herewith" and similar terms refer to this plan of arrangement and not to any particular provision of this plan of arrangement;

"**Share Issuance Resolution**" means the ordinary resolution to be considered by the ARC Shareholders at the ARC Meeting, substantially in the form included in the Business Combination Agreement as Schedule "C" attached thereto;

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp); and

"**TSX**" means the Toronto Stock Exchange.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles and sections is for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders. Where the word "including" or "includes" is used in this Plan of Arrangement, it means "including (or includes) without limitation".

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder is not a Business Day, such action shall be taken on the next succeeding day that is a Business Day.

1.5 Currency

Unless otherwise indicated, all sums of money referred to in this Plan of Arrangement are expressed in lawful money of Canada.

1.6 References to Legislation

References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2
THE BUSINESS COMBINATION AGREEMENT

2.1 Plan Part of the Business Combination Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of, the Business Combination Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Business Combination, upon the filing of the Articles of Arrangement and the issuance of the Certificate, shall become effective at, and be binding as and from, the Effective Time, on: (a) 7G; (b) ARC; (c) all registered and beneficial holders of 7G Shares, including Dissenting Shareholders; (e) the Depositary; and (f) all other Persons, without any further act or formality required on the part of any Person except as expressly provided herein.

2.3 Filing of the Articles of Arrangement

The Articles of Arrangement shall be filed with the Director with the purpose and intent that none of the provisions of this Plan of Arrangement shall become effective unless all of the provisions of this Plan of Arrangement shall have become effective in the sequence provided herein. The Certificate shall be conclusive evidence that the Business Combination has become effective and that each of the steps, events or transactions set out in Section 3.1 have become effective in the sequence and at the times set out therein. If no Certificate is required to be issued by the Director pursuant to section 192(7) of the CBCA, the Business Combination shall become effective commencing at the Effective Time on the date the Articles of Arrangement are filed with the Director pursuant to section 192(6) of the CBCA.

ARTICLE 3
PLAN OF ARRANGEMENT

3.1 Filing of the Articles of Arrangement

Commencing at the Effective Time, each of the steps, events or transactions set out below shall, except for steps, events or transactions deemed to occur concurrently with other steps, events or transactions as set out below, occur and shall be deemed to occur consecutively in two minute intervals in the following order (or in such other manner, order or times as the parties to the Business Combination Agreement may agree in writing) without any further act or formality, except as otherwise provided herein:

Dissenting Shareholders

(a) the 7G Shares held by Dissenting Shareholders shall be deemed to have been transferred to, and acquired by, ARC (free and clear of any Encumbrances), and:

(i) such Dissenting Shareholders shall cease to be the holders of the 7G Shares so transferred and to have any rights as 7G Shareholders other than the right to be paid fair value for such 7G Shares as set out in Section 4.1;

(ii) such Dissenting Shareholders' names shall be removed from the applicable register or registers of holders of 7G Shares maintained by or on behalf of 7G as it relates to the 7G Shares so transferred; and

(iii) ARC shall become the transferee (free and clear of all Encumbrances) of the 7G Shares so transferred and shall be added to the applicable register of 7G Shares maintained by or on behalf of 7G;

Acquisition of 7G Shares by ARC

(b) each 7G Shareholder (other than a Dissenting Shareholder and ARC) shall simultaneously transfer, and shall be deemed to have transferred, to ARC (free and clear of any Encumbrances) that number of 7G Shares equal to the number of 7G Shares held by such 7G Shareholder immediately prior to the Effective Time, in sole consideration for that number of ARC Shares obtained by multiplying the number of 7G Shares held by such 7G Shareholder immediately prior to the Effective Time, by the Exchange Ratio, and all of such ARC Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable, and an amount equal to the lesser of (A) the "paid up capital", within the meaning of the Tax Act, of the 7G Shares so acquired pursuant to this Section 3.1(b), and (B) the fair market value of the 7G Shares so acquired pursuant to this Section 3.1(b), shall be added to the stated capital account maintained by ARC for the ARC Shares.

3.2 Transfer of Securities

With respect to each 7G Shareholder other than Dissenting Shareholders, immediately before the Effective Time, upon the exchange of 7G Shares for ARC Shares pursuant to Section 3.1(b):

(a) such 7G Shareholder shall cease to be a holder of the 7G Shares so transferred and to have any rights as a 7G Shareholder other than the right to receive the number of ARC Shares issuable to such holder on the basis set forth in Section 3.1(b);

(b) such holder's name shall be removed from the applicable register of holders of 7G Shares maintained by or on behalf of 7G as it relates to the 7G Shares so transferred;

(c) ARC shall become the transferee (free and clear of all Encumbrances) of the 7G Shares so transferred and shall be added to the register of holders of 7G Shares maintained by or on behalf of 7G; and

(d) ARC shall cause to be issued and delivered the consideration issuable and deliverable to such 7G Shareholder and, in particular, ARC shall allot and issue to such 7G Shareholder the number of ARC Shares issuable to such holder on the basis set forth in Section 3.1(b), and such 7G Shareholder's name shall be added to the applicable register of holders of ARC Shares maintained by or on behalf of ARC in respect of such issued ARC Shares.

3.3 No Fractional Securities

No fractional ARC Shares shall be issued under the Business Combination. In the event that a 7G Shareholder would otherwise be entitled to a fractional ARC Share hereunder, the number of ARC Shares issued to such 7G Shareholder will be rounded up to the next whole number of ARC Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of ARC Shares if the fractional entitlement is less than 0.5. In calculating fractional interests, all 7G Shares registered in the name of or beneficially held by such 7G Shareholder or its nominee(s), shall be aggregated.

3.4 Adjustment to Consideration

The number of ARC Shares to which a 7G Shareholder is entitled to pursuant to the Plan of Arrangement shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into ARC Shares or 7G Shares, other than stock dividends paid in lieu of ordinary course dividends), consolidation, reclassification, reorganization, recapitalization or other like change with respect to ARC Shares or 7G Shares occurring after the Agreement Date and prior to the Effective Time.

3.5 U.S. Securities Act Exemption

Notwithstanding any provision herein to the contrary, 7G and ARC agree that this Plan of Arrangement will be carried out with the intention that all the Persons to whom the ARC Shares are issued on completion of this Plan of Arrangement will be issued by ARC in reliance on the exemption from the registration requirements of the United States *Securities Act of 1933*, as amended, as provided by section 3(a)(10) thereof and pursuant to exemptions from registration under any applicable state securities laws.

ARTICLE 4
RIGHTS OF DISSENT

4.1 Rights of Dissent

Registered 7G Shareholders may exercise Dissent Rights with respect to the 7G Shares held by such holders in connection with the Business Combination pursuant to and in the manner set forth in section 190 of the CBCA, as modified by the Interim Order and this Section 4.1; provided that, notwithstanding section 190(5) of the CBCA, the written objection to the 7G Transaction Resolution referred to in section 190(5) of the CBCA must be received by 7G not later than 5:00 p.m. (Calgary time) five Business Days immediately preceding the date of the 7G Meeting. Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the 7G Shares held by them and in respect of which Dissent Rights have been validly exercised to ARC (free and clear of all Encumbrances) for cancellation without any further act or formality at the effective time of Section 3.1(a) notwithstanding the provisions of section 190 of the CBCA, and if they:

(a) ultimately are entitled to be paid fair value for such 7G Shares they: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(a)); (ii) shall be paid by ARC the fair value of such 7G Shares which fair value shall be determined as of the close of business, in respect of the 7G Shares, on the last Business Day before the 7G Transaction Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Business Combination had such holders not exercised their Dissent Rights in respect of such 7G Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such 7G Shares they shall be deemed to have participated in the Business Combination, commencing at the Effective Time, on the same basis as a non-dissenting holder of 7G Shares notwithstanding the provisions of section 190 of the CBCA, and such holder shall receive ARC Shares for such holder's 7G Shares on the basis set forth in Section 3.1(b).

4.2 Recognition of Dissenting Shareholders

(a) In no circumstances shall 7G, ARC or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those 7G Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall 7G, ARC or any other Person be required to recognize Dissenting Shareholders as holders of 7G Shares in respect of which Dissent Rights have been validly exercised after the effective time of Section 3.1(a). In addition to any other restrictions in section 190 of the CBCA, 7G Shareholders who have voted in favour of the 7G Transaction Resolution shall not be entitled to exercise Dissent Rights. A Person may only exercise Dissent Rights in respect of all, and not less than all, of such Person's 7G Shares.

ARTICLE 5
CERTIFICATES AND DELIVERY OF CONSIDERATION

5.1 Delivery of Consideration

(a) ARC shall, on the Effective Date, prior to the sending of the Articles of Arrangement to the Director, deposit, or cause to be deposited, in escrow with the Depositary for the benefit of and to be held on behalf of the 7G

Shareholders entitled to receive ARC Shares pursuant to Section 3.1(b), certificates representing, or other evidence regarding the issuance of, the ARC Shares that such 7G Shareholders are entitled to receive under the Business Combination (calculated without reference to whether any 7G Shareholder has exercised Dissent Rights) and, which certificates, or other evidence, shall be held by the Depositary as agent and nominee for the 7G Shareholders in accordance with the provisions of this Article 5.

(b) Forthwith following the Effective Time, subject to Section 5.1(c), ARC shall cause to be issued to each 7G Shareholder the number of ARC Shares issuable in respect of the 7G Shares required by Section 3.1(b), as adjusted, if applicable, pursuant to Section 3.4.

(c) The Depositary shall deliver the consideration in respect of those 7G Shares that were transferred or deemed to be transferred pursuant to Section 3.1(b) which are held on a book-entry basis, less any amounts withheld pursuant to Section 5.4, in accordance with normal industry practice for payments relating to securities held on a book-entry only basis. With respect to those 7G Shares not held on a book-entry basis, upon surrender to the Depositary for cancellation of a certificate or certificates (as applicable) which, immediately prior to the Effective Time, represented outstanding 7G Shares that were transferred or deemed to be transferred pursuant to Section 3.1(b) together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, each 7G Shareholder represented by such surrendered certificate(s) shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder as directed in the Letter of Transmittal, the consideration which such holder has the right to receive under this Plan of Arrangement for such 7G Shares less any amounts withheld pursuant to Section 5.4, and any certificate(s) so surrendered shall forthwith be cancelled.

(d) Until surrendered as contemplated by Section 5.1(c), each certificate that immediately prior to the Effective Time represented 7G Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the consideration to which holders of such 7G Shares are entitled under the Business Combination, less any amounts withheld pursuant to Section 5.4, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Business Combination pursuant to Section 4.1, to receive the fair value of the 7G Shares represented by such certificate.

(e) Subject to any Applicable Laws relating to unclaimed personal property, any certificate formerly representing 7G Shares that is not deposited, together with all other documents required hereunder, on or before the last Business Day before the third anniversary of the Effective Date, and any right or claim by or interest of any kind or nature, including the right of a former 7G Shareholder to receive certificates representing ARC Shares to which such holder is entitled pursuant to the Business Combination, shall terminate and be deemed to be surrendered and forfeited to ARC for no consideration, together with all entitlements to dividends, distributions and interest thereon. In such case, such ARC Shares shall be returned to ARC for cancellation.

(f) No 7G Shareholder shall be entitled to receive any consideration with respect to the 7G Shares other than the consideration to which the holder is entitled to receive under the Business Combination and, for greater certainty, no such holder will be entitled to receive any interest, dividend, premium or other payment in connection therewith.

5.2 Lost Certificates

If any certificate which immediately prior to the Effective Time represented an interest in one or more outstanding 7G Shares that were transferred pursuant to Section 3.1 has been lost, stolen or destroyed, upon satisfying such reasonable requirements as may be imposed by ARC and the Depositary in relation to the issuance of replacement share certificates, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Business Combination (and any dividends or distributions with respect thereto) as determined in accordance with the Business Combination, deliverable in accordance with such holder's Letter of Transmittal. The Person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond satisfactory to each of ARC, 7G and their respective transfer agents in such form as is satisfactory to ARC, 7G and their respective transfer agents, or shall otherwise indemnify ARC, 7G and their

respective transfer agents, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to ARC Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Time, represented outstanding 7G Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2. Subject to Applicable Law and to Section 5.4, at the time of such compliance, a 7G Shareholder entitled to receive ARC Shares shall receive, in addition to the delivery of a certificate representing the ARC Shares a cheque for the amount of the dividend or other distribution with a record date after the Effective Time, without interest, theretofore paid with respect to such ARC Shares.

5.4 Withholdings

7G, ARC and the Depositary shall be entitled to deduct or withhold from any amounts payable to any 7G Shareholder, or any other Person, pursuant to the Business Combination, such amounts (whether in cash or ARC Shares) as 7G, ARC or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to the holders of 7G Shares in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Authority. Any of 7G, ARC or the Depositary is hereby authorized to sell or otherwise dispose of any share consideration as is necessary to provide sufficient funds to 7G, ARC or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and none of 7G, ARC or the Depositary shall be liable to any Person for any deficiency in respect of any proceeds received, and 7G, ARC or the Depositary, as applicable, shall notify the holder thereof and remit to the holder thereof any unapplied balance of the net proceeds of such sale.

5.5 No Encumbrances

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances or other claims of third parties of any kind.

5.6 Paramountcy

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all rights related to 7G Shares issued or outstanding prior to the Effective Time;

(b) the rights and obligations of 7G, ARC, the Depositary, the 7G Shareholders and any trustee, transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to any 7G Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

5.7 Illegality of Delivery of ARC Shares

Notwithstanding the foregoing, if it appears to ARC that it would be contrary to Applicable Law to issue ARC Shares pursuant to the Business Combination to a 7G Shareholder that is not a resident of Canada or the U.S., the ARC Shares that otherwise would be issued to that Person will be issued to the Depositary for sale by the Depositary or a nominee of the Depositary acceptable to 7G and ARC, each acting reasonably, on behalf of that Person. The ARC Shares so issued to the Depositary will be pooled and sold as soon as practicable after the Effective Date, on such dates and at such prices as the Depositary determines in its sole discretion. The Depositary or its nominee shall not be obligated to

seek or obtain a minimum price for any of the ARC Shares sold by it. Each such Person will receive a pro rata share of the cash proceeds from the sale of the ARC Shares sold by the Depositary (less commissions, other reasonable expenses incurred in connection with the sale of the ARC Shares and any amount withheld in respect of taxes) in lieu of the ARC Shares themselves. None of 7G, ARC or the Depositary will be liable for any loss arising out of any such sales.

ARTICLE 6
AMENDMENTS

6.1 Amendment of this Plan of Arrangement

(a) 7G and ARC may amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) approved by both 7G and ARC, each acting reasonably; (iii) filed with the Court and, if made following the 7G Meeting, approved by the Court; and (iv) communicated to the 7G Shareholders, if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by 7G or ARC at any time prior to or at the 7G Meeting (provided that 7G or ARC, as applicable, shall have consented thereto in writing, acting reasonably) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the 7G Meeting (other than as may be required by the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the 7G Meeting shall be effective only: (i) if it is consented to in writing by each of 7G and ARC (in each case, acting reasonably); and (ii) if required by the Court, it is consented to by some or all of the 7G Shareholders voting in the manner directed by the Court.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by ARC, provided that it concerns a matter which, in the reasonable opinion of ARC, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of 7G Shares.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the steps, events and transactions set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of ARC and 7G shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the steps, events and transactions set out in this Plan of Arrangement.

SCHEDULE "B"

FORM OF 7G TRANSACTION RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The business combination ("**Business Combination**") under section 192 of the *Canada Business Corporations Act* (the "**CBCA**") involving Seven Generations Energy Ltd. ("**7G**"), ARC Resources Ltd. ("**ARC**") and the shareholders of 7G (the "**7G Shareholders**"), as more particularly described and set forth in the joint management information circular and proxy statement of 7G and ARC accompanying the notices of meeting, as the Business Combination may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**") involving 7G, ARC and the 7G Shareholders, the full text of which is set out as Schedule "A" to the business combination agreement dated February 10, 2021 between 7G and ARC (the "**Business Combination Agreement**"), as may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.

3. Notwithstanding that this resolution has been passed by the 7G Shareholders or that the Business Combination has been approved by the Court of Queen's Bench of Alberta, the directors of 7G are hereby authorized and empowered without further notice to or approval of the 7G Shareholders: (i) to amend the Business Combination Agreement or the Plan of Arrangement, to the extent permitted by the Business Combination Agreement or the Plan of Arrangement; and (ii) subject to the terms of the Business Combination Agreement, not to proceed with the Business Combination.

4. Any one director or officer of 7G be and is hereby authorized and directed for and on behalf of 7G to execute, under the corporate seal of 7G or otherwise, and to deliver to the Director under the CBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Business Combination and the Plan of Arrangement in accordance with the Business Combination Agreement.

5. Any one director or officer of 7G be and is hereby authorized and directed for, on behalf of, and in the name of 7G to execute or cause to be executed, under the corporate seal of 7G or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE "C"

FORM OF SHARE ISSUANCE RESOLUTION

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The issuance of up to [•] common shares ("**ARC Shares**") in the capital of ARC Resources Ltd. ("**ARC**") pursuant to a business combination (the "**Business Combination**") by way of a plan of arrangement ("**Plan of Arrangement**") under section 192 of the *Canada Business Corporations Act*, RSC 1985, c C-44 involving Seven Generations Energy Ltd. ("**7G**"), ARC and the shareholders of 7G, the full text of which is set out as Schedule "A" to the business combination agreement dated February 10, 2021 (the "**Business Combination Agreement**") between ARC and 7G, as more particularly described and set forth in the joint management information circular and proxy statement of ARC and 7G (the "**Circular**") and accompanying the notices of meeting, is hereby authorized and approved, such number of ARC Shares consisting of: (i) up to [•] ARC Shares issuable pursuant to the Arrangement, and (ii) up to [•] ARC Shares issuable upon the exercise, settlement or redemption of the 7G Incentives (as defined in the Business Combination Agreement) assumed by ARC pursuant to the Business Combination Agreement.

2. The Business Combination Agreement, the actions of the directors of ARC in approving the Business Combination Agreement and the actions of the directors and officers of ARC in executing and delivering the Business Combination Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.

3. Notwithstanding that this resolution has been passed by the holders (the "**ARC Shareholders**") of ARC Shares, or that the Business Combination has been approved by the Court of Queen's Bench of Alberta, the directors of ARC are hereby authorized and empowered without further notice to or approval of the ARC Shareholders: (i) to amend the Business Combination Agreement or the Plan of Arrangement, to the extent permitted by the Business Combination Agreement or the Plan of Arrangement; and (ii) subject to the terms of the Business Combination Agreement, not to proceed with the Business Combination.

4. Any one director or officer of ARC is hereby authorized and directed, for and on behalf of ARC, to execute or cause to be executed, under the corporate seal of ARC or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such director's or officer's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE "D"

REPRESENTATIONS AND WARRANTIES OF ARC

REPRESENTATIONS AND WARRANTIES OF ARC

(a) Organization and Qualification. Each of ARC and ARC Subsidiary are corporations duly incorporated, validly existing and in good standing under the Applicable Laws of their jurisdiction of incorporation and have the requisite corporate power and authority to own their respective properties as now owned and to carry on their respective business as it is now being conducted. ARC and ARC Subsidiary are duly registered to do business and each is in good standing in each jurisdiction in which the character of their respective properties, owned or leased, or the nature of their activities makes such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on ARC and ARC Subsidiary taken as a whole.

(b) Authority Relative to this Agreement. ARC has the requisite corporate authority to enter into this Agreement and the 7G Support Agreements and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the 7G Support Agreements, and the consummation by ARC of the transactions contemplated hereunder and thereunder, have been duly authorized by the ARC Board and, subject to the approval of the Share Issuance Resolution by ARC Shareholders and the approval of the Circular and matters relating to the ARC Meeting by the ARC Board, no other corporate proceedings on the part of ARC are necessary to authorize this Agreement or the Business Combination. This Agreement and the 7G Support Agreements have been duly executed and delivered by ARC and constitute legal, valid and binding obligations of ARC enforceable against it in accordance with the terms hereof and thereof, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) Material Subsidiaries; Joint Ventures. ARC has no Material Subsidiaries. ARC's only subsidiary is ARC Subsidiary. ARC Subsidiary is not currently prohibited, directly or indirectly, from paying any dividends to ARC, from making any other distribution on its capital stock, from repaying ARC any loans or advances to it from ARC. Neither ARC nor ARC Subsidiary is a partner or participant in any material partnership, joint venture, profit-sharing arrangement or other business combination of any kind and is not party to any agreement under which it agrees to carry on any material part of its business or any other activity in such manner or by which it agrees to share any material revenue or profit with any other Person.

(d) Ownership of Subsidiaries. ARC is the beneficial direct or indirect owner of all of the outstanding shares of ARC Subsidiary with good title thereto free and clear of any and all Encumbrances. There are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any such shares of capital stock or other ownership interests in ARC Subsidiary. All of the outstanding shares of capital stock in ARC Subsidiary are validly issued, fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.

(e) No Violation; Absence of Defaults and Conflicts.

(i) Neither ARC nor ARC Subsidiary is in violation of its constating documents or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which ARC or ARC Subsidiary is a party or to which either of them, or their respective properties or assets, may be subject or by which ARC or ARC Subsidiary is bound, except for such defaults which would not result in a Material Adverse Effect on ARC.

(ii) Neither the execution and delivery of this Agreement by ARC nor the consummation of the Business Combination contemplated by this Agreement nor compliance by ARC with any of the provisions hereof will: (A) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of ARC or ARC Subsidiary or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) their respective charter or by-laws;

or (2) except as disclosed in writing by ARC to 7G, any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which ARC or ARC Subsidiary is a party or to which any of them, or any of their respective properties or assets, may be subject or by which ARC or ARC Subsidiary is bound; or (B) subject to obtaining the Key Regulatory Approvals and the requisite approvals of the ARC Shareholders, the 7G Shareholders, the Court and the TSX and compliance with Applicable Canadian Securities Laws, violate any Laws applicable to ARC or ARC Subsidiary or any of their respective properties or assets; or (C) cause the suspension or revocation of any authorization, consent, approval or license currently in effect (except, in the case of each of clauses (A), (B) and (C) above, for such violations, conflicts, breaches, defaults, terminations, accelerations, creations of Encumbrances, suspensions or revocations which, or any consents, approvals or notices which if not given or received, would not, individually or in the aggregate, have any Material Adverse Effect on ARC).

(iii) Other than in connection with or in compliance with the provisions of Applicable Laws in relation to the completion of the Business Combination or which are required to be fulfilled after the completion of the Business Combination, and except for the Key Regulatory Approvals and the requisite approvals of the ARC Shareholders, the 7G Shareholders, the Court and the TSX: (A) there is no legal impediment to ARC's consummation of the Business Combination; and (B) no filing or registration with, or authorization, consent or approval of, any Governmental Authority is required of ARC in connection with the consummation of the Business Combination, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals which, if not received, would not have a Material Adverse Effect on ARC or significantly impede the ability of ARC to consummate the Business Combination.

(f) ARC Shares. ARC has reserved and allotted or will reserve and allot prior to the Effective Time a sufficient number of (i) ARC Shares as are issuable pursuant to the Business Combination and (ii) ARC Shares as are issuable pursuant to the 7G Incentives, and, subject to the terms and conditions of the Business Combination and such 7G Incentives, such ARC Shares when issued, will be duly authorized, validly issued and fully paid and non-assessable.

(g) Funds Available. ARC has, and will until the Effective Time have, sufficient funds available or available under its credit facilities to pay: (i) the 7G Termination Amount pursuant to Section 7.3; and (ii) satisfy its payment obligations to the holders of ARC Accelerated Incentive Securities in connection with the Business Combination.

(h) Litigation. Except as disclosed in writing by ARC to 7G, there are no actions, suits, proceedings or investigations by Governmental Authorities or other Persons pending or, to the knowledge of ARC, threatened, affecting or that would reasonably be expected to affect ARC or ARC Subsidiary or any of their respective properties or assets at law or equity or before or by any court or Governmental Authority which action, suit, proceeding or investigation involves a reasonable possibility of any judgment against or liability of ARC or ARC Subsidiary which, if successful, would have a Material Adverse Effect on ARC or would significantly impede the ability of ARC to consummate the Business Combination. Neither ARC nor ARC Subsidiary is subject to any outstanding order, writ, injunction or decree that has had or would have a Material Adverse Effect on ARC or would significantly impede the ability of ARC to consummate the Business Combination.

(i) Returns Filed and Taxes Paid. All material Returns required to be filed by or on behalf of ARC and ARC Subsidiary have been duly filed on a timely basis and such Returns are true, complete and correct in all material respects. All material Taxes due or payable by ARC and ARC Subsidiary, whether or not shown to be payable on such Returns, have been paid in full on a timely basis, other than any such Taxes being contested in good faith and for which adequate reserves in accordance with IFRS have been established.

(j) Tax Reserves. ARC has provided adequate accruals in the ARC Financial Statements for material impacts to deferred Taxes payable and current Taxes payable by, or required to be withheld and remitted by ARC and ARC Subsidiary, which Taxes are not yet payable to the applicable Governmental Authority, in each case in conformity with IFRS.

(k) Tax Deficiencies; Audits. No deficiencies exist or have been asserted with respect to Taxes of ARC and ARC Subsidiary that would have a Material Adverse Effect on ARC. Neither ARC nor ARC Subsidiary is a party to any action or proceeding for assessment or collection of Taxes that would have a Material Adverse Effect on ARC, nor, to the knowledge of ARC, has such an event been asserted or threatened against ARC or ARC Subsidiary or any of their respective assets that would have a Material Adverse Effect on ARC.

(l) Withholding Taxes. ARC and ARC Subsidiary have paid or has withheld and remitted to the appropriate Governmental Authority all Taxes required to be paid, withheld and remitted by them, including in connection with amounts paid or owing to employees, non-residents of Canada, independent contractors, creditors, shareholders or other third parties, except where the failure to pay or withhold and remit would not have a Material Adverse Effect on ARC.

(m) Full Disclosure. The data and information in respect of ARC's Tax position provided by ARC to 7G in writing, was and is accurate and correct in all material respects as at the respective dates thereof and, in respect of any information provided or requested, did not knowingly omit any material data or information necessary to make any data or information provided not misleading as at the respective dates thereof. ARC has no knowledge of any material adverse change to the Tax of ARC from that disclosed in such data and information.

(n) Foreign Returns. Except as disclosed in writing by ARC to 7G, neither ARC nor ARC Subsidiary has filed, or has been required or is currently required to file, any Returns with any Governmental Authority outside of their respective jurisdictions of incorporation, and no claims have ever been made by a Governmental Authority that ARC or ARC Subsidiary is or may be subject to Tax in a jurisdiction where it does not file Returns.

(o) GST and Similar Taxes. The books and records of ARC fairly and correctly set out and disclose, in all material respects, all liabilities and unclaimed input tax credits under Part IX of the *Excise Tax Act* (Canada) for purposes of the goods and services or harmonized sales tax or any similar legislation, and fairly and correctly set out and disclose in all material respects all liabilities and remittances in respect of any provincial sales tax, fuel tax, or any other value-added tax. All financial transactions of ARC and ARC Subsidiary have been accurately and completely recorded, in all material respects in the books and records of ARC.

(p) Residence. ARC is a "Canadian corporation" as defined in the Tax Act.

(q) Listed Transactions. Neither ARC nor ARC Subsidiary has (A) participated in any listed transaction within the meaning of U.S. Treasury Regulations Section 1.6011-4(b)(2) (or any similar provision of state or local Tax law) or (B) taken any reporting position on a Return, which reporting position (i) if not sustained would be reasonably likely, absent disclosure, to give rise to a penalty for substantial understatement of federal income Tax under Section 6662 of the Internal Revenue Code (or any similar provision of state or local Tax law), and (ii) has not adequately been disclosed on such Return in accordance with Section 6662(d)(2)(B) of the Internal Revenue Code (or any similar provision of state or local Tax law).

(r) Tax Sharing Agreements. Neither ARC nor ARC Subsidiary is a party to any agreement relating to the sharing, allocation or indemnification of Taxes, or any similar agreement, Contract or arrangement (other than any such agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes), or has any liability for material Taxes of any Person (other than members of the affiliated group, within the meaning of Section 1504(a) of the Internal Revenue Code, filing consolidated federal income Tax Returns of which ARC or ARC Subsidiary is the common parent) under U.S. Treasury Regulations Section 1.1502 6 or similar provision of state, local or non-U.S. Tax law, as a transferee or successor, by Contract or otherwise.

(s) Distributing or Controlled Corporation. Neither ARC nor ARC Subsidiary has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Internal Revenue Code) in a distribution of shares qualifying or intending to qualify for tax-free treatment under Section 355 of the Internal Revenue Code (i) in the two years prior to the date of this Agreement or (ii) in a

distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Internal Revenue Code) in conjunction with this acquisition.

(t) Reporting Issuer Status. ARC is a reporting issuer (where such concept exists) in all provinces of Canada and is in material compliance with all Applicable Canadian Securities Laws therein. The ARC Shares are listed and posted for trading on the TSX, and ARC is in material compliance with the applicable rules of the TSX.

(u) Capitalization. As of the Agreement Date, the authorized capital of ARC consists of an unlimited number of ARC Shares and 50,000,000 preferred shares of ARC, issuable in series subject to the terms of ARC's articles. As of the Agreement Date, 354,371,416 ARC Shares and no preferred shares are issued and outstanding. As of the Agreement Date, other than 4,580,316 ARC Options and 1,005,434 ARC LTRSAs, there are no options, warrants or other rights, plans, agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by ARC of any securities of ARC (including ARC Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of ARC (including ARC Shares). All issued and outstanding ARC Shares are duly authorized, validly issued, fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights and all ARC Shares issuable upon the exercise or settlement as applicable, of ARC Incentives (other than the ARC DSUs, ARC 2012 PSUs, ARC 2019 PSUs, ARC 2020 PSUs, ARC 2012 RSUs, ARC 2019 RSUs and ARC 2020 RSUs) or, following the Effective Date, in accordance with the terms of such securities will be duly authorized, validly issued, fully paid and non-assessable and will not be subject to any pre-emptive rights. Other than the issued and outstanding ARC Shares, there are no securities of ARC outstanding which have the right to vote generally with ARC Shareholders on any matter. As of the Agreement Date, there are 1,282,804 ARC DSUs entitling holders thereof to receive cash payments equivalent to the value of ARC Shares underlying such ARC DSUs; and 6,161,866 ARC PSUs and 3,874,507 ARC RSUs, entitling the holders thereof to receive a cash payment equivalent to the fair market value of the ARC Shares underlying the awards, plus accrued dividends and in the case of ARC PSUs, a performance multiplier.

(v) No Orders. No order, ruling or determination having the effect of suspending the sale of, or ceasing the trading of, the ARC Shares or any other securities of ARC has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted, are pending or, to the knowledge of ARC, are contemplated or threatened under any Applicable Laws or by any Governmental Authority.

(w) Material Agreements.

(i) Other than this Agreement, ARC has not entered into any material agreements which are required to be filed by ARC under National Instrument 51-102 – *Continuous Disclosure Obligations*, except for those agreements which have been so filed by ARC.

(ii) Other than the Contracts set forth in Section (w)(i) above, the ARC Disclosure Letter sets forth a true and complete list, and ARC has made available to 7G true and complete copies (including all material amendments, modifications, extensions or renewals with respect thereto), of each of the following Contracts to which ARC or ARC Subsidiary is a party or bound as of the Agreement Date:

(A) each Contract containing any area of mutual interest, joint bidding area, joint acquisition area, or non-compete or similar type of provision that materially restricts the ability of ARC or any of its subsidiaries (including 7G and its subsidiaries following the Effective Time) to (A) compete in any line of business or geographic area or with any Person during any period of time after the Effective Time or (B) make, sell or distribute any products or services, or use, transfer or distribute, or enforce any of their rights with respect to, any of their material assets or properties;

(B) each Contract that creates, evidences, provides commitments in respect of, secures or guarantees (A) indebtedness for borrowed money in any amount in excess of **[*amount redacted*]** or (B) other indebtedness of ARC or ARC Subsidiary (whether incurred, assumed,

guaranteed or secured by any asset) in excess of **[*amount redacted*]**, other than agreements solely between or among ARC and ARC Subsidiary;

(C) each Contract involving the pending acquisition, swap, exchange, sale or other disposition of (or option to purchase, acquire, swap, exchange, sell or dispose of) any oil and gas properties of ARC and ARC Subsidiary for which the aggregate consideration (or the fair market value of such consideration, if non-cash) payable to or from ARC or ARC Subsidiary exceeds **[*amount redacted*]** other than Contracts involving the acquisition or sale of (or option to purchase or sell) hydrocarbons in the ordinary course of business;

(D) each International Swaps and Derivatives Association contract (each, an "**ISDA**") for any Hedging Transaction, it being acknowledged that all derivative transactions are governed by such ISDAs, with each transaction agreed upon and confirmed through the standard bank counterparty confirmation process and documentation;

(E) each partnership, shareholder, joint venture, limited liability company agreement or other joint ownership agreement, other than with respect to arrangements exclusively among ARC and ARC Subsidiary and other than any customary joint operating agreements or units agreements affecting the oil and gas properties of ARC or ARC Subsidiary;

(F) each joint development agreement, exploration agreement, participation, farmout, farm-in or program agreement or similar Contract requiring ARC or ARC Subsidiary to make annual expenditures in excess of **[*amount redacted*]** or aggregate payments in excess of **[*amount redacted*]** (in each case, net to the interest of ARC and ARC Subsidiary) following the date of this Agreement, other than customary joint operating agreements and exploration and development obligations under oil and gas leases;

(G) each agreement that contains any exclusivity, "most favored nation" or most favored customer provision, call or put option, preferential right or rights of first or last offer, negotiation or refusal, to which ARC or ARC Subsidiary is subject, and, in each case, is material to the business of ARC and ARC Subsidiary, taken as a whole, in each case other than those contained in (A) any agreement in which such provision is solely for the benefit of ARC or ARC Subsidiary, (B) customary royalty pricing provisions in oil and gas leases or (C) customary preferential rights in joint operating agreements or unit agreements affecting the business or the oil and gas properties of ARC or ARC Subsidiary;

(H) any acquisition or divestiture Contract that contains "earn out" or other contingent payment obligations, or remaining indemnity or similar obligations (other than (A) asset retirement obligations or plugging and abandonment obligations set forth in the ARC 2020 Reserves Report or (B) customary indemnity obligations with respect to the post-closing ownership and operation of acquired assets), that would reasonably be expected to result in (1) earn out payments, contingent payments or other similar obligations to a third party (but excluding indemnity payments) in any year in excess of **[*amount redacted*]** or (2) earn out payments, contingent payments or other similar obligations to a third party, including indemnity payments, in excess of **[*amount redacted*]** in the aggregate after the Agreement Date;

(I) any Contract (other than any other Contract otherwise covered by this Section [_]) that creates future payment obligations (including settlement agreements or Contracts that require any capital contributions to, or investments in, any Person) of ARC or ARC Subsidiary outside the ordinary course of business, in each case, involving annual payments in excess of **[*amount redacted*]** or aggregate payments in excess of **[*amount redacted*]** (excluding, for the avoidance of doubt, customary joint operating agreements or unit agreements affecting the oil and gas properties of ARC or ARC Subsidiary), or creates or would create an Encumbrance on any material asset or property of ARC or ARC Subsidiary;

(J) any Contract that provides for midstream services to, or the sale by, ARC or ARC Subsidiary of hydrocarbons for a term greater than or equal to five (5) years and does not allow ARC or ARC Subsidiary to terminate it without penalty to ARC or ARC Subsidiary within ninety (90) days; and

(K) any Contract that provides for a "take-or-pay" clause or any similar prepayment obligation, minimum volume commitments or capacity reservation fees to a gathering, transportation or other arrangement downstream of the wellhead, or similar arrangements that otherwise guarantee or commit volumes of hydrocarbons from ARC or ARC Subsidiary's oil and gas properties, which in each case, would reasonably be expected to involve payments (including penalty or deficiency payments) in excess of **[*amount redacted*]** during the twelve (12) month period following the date of this Agreement or aggregate penalty or deficiency payments in excess of **[*amount redacted*]** during the two (2)-year period following the date of this Agreement.

(iii) Neither ARC nor ARC Subsidiary is in breach of, or default under the terms of, and, to the knowledge of ARC, no other party to any ARC Material Contract is in breach of, or default under the terms of, any ARC Material Contract, nor is any event of default (or similar term) continuing under any ARC Material Contract, and, to the knowledge of ARC, there does not exist any event, condition or omission that would constitute such a default, breach or event of default (or similar term) (whether by lapse of time or notice or both) under any ARC Material Contract, in each case where such breach, default or event of default (or similar term) would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of ARC.

(x) Filings. ARC and ARC Subsidiary have filed all material documents required to be filed by it with all applicable Governmental Authorities and all such documents were, as of their respective dates, in compliance in all material respects with all Applicable Laws and at the time filed did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(y) Books and Records. The corporate records and minute books of ARC and ARC Subsidiary have been maintained substantially in accordance with all Applicable Laws and are complete and accurate in all material respects.

(z) Financial Statements The ARC Financial Statements, and any interim or annual financial statements filed by or on behalf of ARC on and after the Agreement Date with any securities regulatory authorities, in compliance, or intended compliance, with any Applicable Canadian Securities Laws, are, or when so filed, will have been, prepared in accordance with IFRS (consistently applied), and present, or when so filed will present, fairly in accordance with IFRS the consolidated financial position, results of operations and changes in financial position of ARC on a consolidated basis as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments). There has been no material change in ARC's accounting policies, except as described in the notes to the ARC Financial Statements, since January 1, 2021. A true and complete copy of the ARC Financial Statements have been disclosed in writing by ARC to 7G and have been filed by or on behalf of ARC, prior to or concurrent with the execution and delivery of this Agreement, with the applicable Canadian securities regulatory authorities, in compliance, or intended compliance, with Applicable Canadian Securities Laws.

(aa) Financial Reporting. ARC maintains a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and has otherwise complied with National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*, except where the failure to maintain such a system would not reasonably be expected to have a Material Adverse Effect on ARC; management of ARC has assessed the effectiveness of ARC's internal control over financial reporting,

as at December 31, 2020, and has concluded that such internal control over financial reporting was effective as of such date.

(bb) Disclosure Controls and Procedures. ARC maintains disclosure controls and procedures that comply with the requirements of Applicable Canadian Securities Laws; such disclosure controls and procedures have been designed to ensure that information required to be disclosed by ARC in the reports that it files or submits under Applicable Canadian Securities Laws is recorded, processed, summarized and reported within the time periods specified in such securities laws; such disclosure controls and procedures were effective as of December 31, 2020 at a reasonable assurance level.

(cc) Absence of Undisclosed Liabilities. ARC has no material obligations or liabilities of any nature (matured or unmatured, fixed or contingent), other than:

(i) those set forth or adequately provided for in the most recent statement of financial position and associated notes thereto included in the ARC Financial Statements (the "**ARC Balance Sheet**");

(ii) those incurred in the ordinary course of business and not required to be set forth in the ARC Balance Sheet under IFRS;

(iii) those incurred in the ordinary course of business since the date of the ARC Balance Sheet and consistent with past practice; and

(iv) those incurred in connection with the execution of this Agreement, including those to be incurred as disclosed in writing by ARC to 7G.

(dd) No Material Adverse Change. Except for the Business Combination or any action taken in accordance with this Agreement, since December 31, 2020: (i) ARC and ARC Subsidiary have conducted their respective business only in the ordinary and normal course substantially consistent with past practice, subject to compliance with laws related to, and the impact on the business of, the COVID-19 pandemic and such pandemic's continuing effect on working restrictions and the local, national and global economy (including any work stoppages or operational stoppages necessary to safeguard life or property); (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to ARC (taken as a whole) has been incurred other than in the ordinary course of business; (iii) there has not been any Material Adverse Change in respect of ARC; and (iv) there have been no material facts, transactions, events or occurrences which would have a Material Adverse Effect on ARC.

(ee) Conduct of Business. Since December 31, 2020, neither ARC nor ARC Subsidiary has taken any action that would be in violation of Section 3.1 if such provision had been in effect since that date, other than violations which would not have any Material Adverse Effect on ARC or would not significantly impede ARC's ability to consummate the Business Combination contemplated hereby.

(ff) Foreign Private Issuer. ARC is a "foreign private issuer" as defined in Rule 405 of Regulation C under the U.S. Securities Act.

(gg) Environmental.

(i) There have not occurred any material spills, emissions or pollution on any property of ARC or ARC Subsidiary or as a result of their respective operations that have not been remediated in compliance with Environmental Laws, nor has ARC or ARC Subsidiary been subject to any stop orders, control orders, clean-up orders or reclamation orders under applicable Environmental Laws that have not been complied with, except in each case to the extent any of such material spills, emissions or pollution on property or stop orders, control orders, clean-up order or reclamation orders would not individually or in the aggregate have a Material Adverse Effect on ARC. All operations of ARC and ARC Subsidiary have been and are now being conducted in compliance with all applicable

Environmental Laws, except where the failure to be in compliance would not individually or in the aggregate have a Material Adverse Effect on ARC. ARC is not aware of, or is subject to:

(A) any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction, or expenditures; or

(B) any demand or notice with respect to the breach of any Environmental Laws applicable to ARC or ARC Subsidiary, including any regulations respecting the use, storage, treatment, transportation, or disposition of any Hazardous Substances,

which would reasonably be expected to have a Material Adverse Effect on ARC.

(ii) In the ordinary course of its business, ARC periodically reviews the effect of Environmental Laws on various business, operations and properties of ARC, in the course of which it identifies and evaluates associated costs and liabilities (including any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, ARC has reasonably concluded that such associated costs and liabilities would not result in a Material Adverse Change to ARC.

(hh) Title. ARC and ARC Subsidiary have good and sufficient title to their real property interests, including fee simple estate of and in real property, leases, easements, rights of way, permits or licenses from landowners or authorities permitting the use of land by ARC and ARC Subsidiary, necessary to permit the operation of their respective business as presently owned and conducted, other than where the failure to have such good and sufficient title would not individually or in the aggregate have a Material Adverse Effect on ARC. ARC does not have any knowledge nor is aware of any defects, failures or impairments in the title of ARC or ARC Subsidiary to their respective assets, whether or not an action, suit, proceeding or inquiry is pending or threatened or whether or not discovered by any third party, which in aggregate would have a Material Adverse Effect on ARC.

(ii) No Defaults under Leases and Agreements.

(i) Neither ARC nor ARC Subsidiary has received notice of any default under any of the leases and other title and operating documents or any other agreement or instrument pertaining to their respective assets to which ARC or ARC Subsidiary is a party or by or to which ARC or ARC Subsidiary or any of their respective assets are bound or subject except to the extent that such defaults would not in the aggregate have a Material Adverse Effect on ARC.

(ii) To the knowledge of ARC:

(A) ARC and ARC Subsidiary are in good standing under all, and is not in default under any; and

(B) there is no existing condition, circumstance or matter which constitutes or which, with the passage of time or the giving of notice, would constitute a default under any,

leases and other title and operating documents or any other agreements and instruments pertaining to its assets to which it is a party or by or to which it or such assets are bound or subject and, to the knowledge of ARC, all such leases, title and operating documents and other agreements and instruments are in good standing and in full force and effect and none of the counterparties to such leases, title and operating documents and other agreements and instruments is in default thereunder except to the extent that such defaults would not, individually or in the aggregate, have a Material Adverse Effect on ARC.

(jj) No Encumbrances. Neither ARC nor ARC Subsidiary has encumbered or alienated their interests in their respective assets or agreed to do so and their assets are free and clear of all Encumbrances except for such Encumbrances as are disclosed in any governmental registry or arising in the ordinary course of business or are not material in the aggregate.

(kk) Ownership of Material Property. ARC and ARC Subsidiary have ownership of all material property (including oil and gas leasehold interests in accordance with industry standard oilfield practice) necessary to the operation of their respective businesses, in each case free and clear of all Encumbrances and other material adverse claims known to ARC, other than such Encumbrances as are disclosed in any governmental registry or arising in the ordinary course of business or are not material in the aggregate.

(ll) No ROFRs. There are no rights of first refusal, pre-emptive rights of purchase or similar right whereby any third party has the right to acquire or purchase any of ARC or ARC Subsidiary's assets as a consequence of the Parties entering into this Agreement or the Business Combination, other than where such rights would not individually or in the aggregate have a Material Adverse Effect on ARC.

(mm) Royalties, Rentals and Taxes Paid. All royalties and rentals payable under the leases and other title and operating documents pertaining to the oil and gas assets of ARC and ARC Subsidiary and all ad valorem, property, production, severance and similar taxes and assessments based upon or measured by the ownership of such assets or the production of petroleum substances derived therefrom or allocated thereto or the proceeds of sales thereof payable have been properly paid in full and in a timely manner, except to the extent that such non-payment would not in the aggregate have a Material Adverse Effect on ARC.

(nn) Reserves. A true and complete copy of the ARC 2020 Reserves Report has been provided to 7G. ARC cooperated with GLJ in the preparation of the ARC 2020 Reserves Report, which has been accepted and approved by the Safety, Reserves & Operational Excellence Committee and the ARC Board. ARC has made available to GLJ prior to the issuance of the ARC 2020 Reserves Report for the purpose of preparing such report, all information within ARC's power or possession requested by GLJ, which information did not to ARC's knowledge, at the time such information was provided, contain any misrepresentation and ARC does not have any knowledge of any change in the production, cost, reserves, resources or other relevant information provided to GLJ since the date that such information was so provided that would result, individually or in the aggregate, in a Material Adverse Effect. ARC believes that the ARC 2020 Reserves Report reasonably presents the estimated quantity and pre-tax net present values of the oil and natural gas reserves associated with the crude oil, natural gas and NGL properties evaluated in such report as at December 31, 2020, based upon information available at the time such reserves information was prepared, and ARC believes that at the date of such report, the ARC 2020 Reserves Report reasonably presented the aggregate estimated quantity and pre-tax net present values of such reserves or the estimated monthly production volumes therefrom.

(oo) Licences. ARC and ARC Subsidiary have obtained and are in compliance with all licenses, permits, certificates, consents, orders, grants and other authorizations of or from any Governmental Authority necessary to conduct their respective businesses as they are now being or are proposed to be conducted, other than such licenses, permits, certificates, consents, orders, grants and other authorizations, the absence of which would, individually or in the aggregate, not have a Material Adverse Effect on ARC.

(pp) Long-Term Hedging Transactions. As at the Agreement Date, ARC and ARC Subsidiary have no obligations or liabilities, direct or indirect, vested or contingent in respect of any Hedging Transaction except as disclosed in writing by ARC to 7G with respect to Hedging Transactions and those entered in the ordinary course of business consistent with past practice and as permitted under ARC's corporate policies.

(qq) Employee Benefit Plans. ARC has made available to 7G true, complete and correct copies of each material option, incentive compensation (including the ARC Incentive Plans), deferred compensation, share purchase or share-based compensation plan and each other material employee or director compensation or benefit plan, agreement or arrangement, or any similar agreement, plan, policy or other arrangement (and any amendments thereto), for the benefit of directors or former directors of ARC and ARC Subsidiary, consultants or former consultants of ARC and ARC Subsidiary, employees or former employees of ARC and ARC Subsidiary,

which are maintained by, contributed to, or binding upon ARC and ARC Subsidiary or in respect of which ARC and ARC Subsidiary have any actual or potential liability (the "**ARC Employee Plans**"), and:

(i) each ARC Employee Plan has been maintained and administered in material compliance with its terms, and is funded in accordance with Applicable Laws;

(ii) all required material employer contributions under any ARC Employee Plans have been made in accordance with the terms thereof;

(iii) each ARC Employee Plan that is required or intended to be qualified under Applicable Law or registered or approved by a Governmental Authority has been so qualified, registered or approved by the appropriate Governmental Authority, and nothing has occurred since the date of the last qualification, registration or approval to materially adversely affect, or cause, the appropriate Governmental Authority to revoke such qualification, registration or approval;

(iv) to the knowledge of ARC, there are no pending or anticipated material claims against or otherwise involving any of the ARC Employee Plans and no material suit, action or other litigation (excluding claims for benefits incurred in the ordinary course of ARC Employee Plan activities) has been brought against or with respect to any ARC Employee Plan;

(v) all material contributions, reserves or premium payments required to be made to the ARC Employee Plans have been made or accrued for in the books and records of ARC;

(vi) the execution and delivery of this Agreement or the consummation of the transactions contemplated herein will not under any ARC Employee Plan result in, cause the accelerated vesting of, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, or director of ARC or ARC Subsidiary, or will not limit the right of ARC or ARC Subsidiary to amend, merge, terminate or receive a reversion of assets from any ARC Employee Plan or related trust; and

(vii) all material unfunded liabilities in respect of the ARC Employee Plans have been reflected in the ARC Financial Statements or accrued for in the books and records of ARC.

(rr) Employment Agreements and Collective Agreements.

(i) Neither ARC nor ARC Subsidiary is a party to, nor is engaged in any negotiations with respect to, any employment agreement with any employee or any written or oral agreement, arrangement or understanding, providing for severance, termination or change of control payments to any ARC or ARC Subsidiary employee as a result of the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.

(ii) Neither ARC nor ARC Subsidiary is a party to, nor is engaged in any negotiations with respect to, any collective bargaining or union agreement, any actual or threatened application for certification or bargaining rights or letter of understanding, with respect to any current or former ARC or ARC Subsidiary employee. No trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any employees of ARC or ARC Subsidiary by way of certification, interim certification, voluntary recognition or succession rights of any ARC or ARC Subsidiary employees.

(iii) There is no labour strike, dispute, lock-out, work slowdown or stoppage or concerted work refusal outstanding, pending or involving ARC or ARC Subsidiary and, to the knowledge of ARC, no labour strike, dispute, lock-out, work slowdown or stoppage is threatened against ARC or ARC Subsidiary. No trade union has applied to have ARC declared a related successor or common employer pursuant to the *Labour Relations Code* (Alberta) or any similar legislation in any jurisdiction in which ARC or ARC Subsidiary carries on business.

(iv) No unfair labour practice complaint, grievance or arbitration proceeding is pending or involving ARC or ARC Subsidiary and, to the knowledge of ARC, neither ARC nor ARC Subsidiary has engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding has been threatened against ARC or ARC Subsidiary, in each case other than as in the aggregate would be material to ARC.

(v) ARC and ARC Subsidiary are in material compliance with all terms and conditions of employment and all Applicable Laws respecting employment, including pay equity, human rights, privacy, employment standards, worker's compensation and occupational health and safety, and there are no outstanding actual or, to the knowledge of ARC, threatened claims, complaints, investigations or orders under any such Laws, other than as in the aggregate do not have a Material Adverse Effect on ARC.

(vi) All amounts due or accrued for all salary, wages, bonuses, commissions, vacation with pay and other employee benefits in respect of employees of ARC and ARC Subsidiary which are attributable to the period before the Effective Date have been paid or are accurately reflected in the books and records of ARC.

(vii) There are no material outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due or owing by ARC or ARC Subsidiary pursuant to any workers' compensation legislation and neither ARC nor ARC Subsidiary has been reassessed in any material respect under such legislation and, to the knowledge of ARC, no audit of ARC or ARC Subsidiary is currently being performed pursuant to any applicable worker's compensation legislation.

(viii) There are no material charges pending with respect to ARC or ARC Subsidiary under applicable OHSL. Each of ARC and ARC Subsidiary have complied in all material respects with the terms and conditions of the OHSL, as well as with any orders issued under OHSL. There are no appeals of any material orders under OHSL currently outstanding.

(ix) ARC and ARC Subsidiary have complied in all material respects properly classified each contractor and contingent worker directly engaged or retained by them, respectively, in accordance with all Applicable Laws and there are no outstanding actual or, to the knowledge of ARC, threatened material claims, complaints or investigations regarding ARC or ARC Subsidiary's classification of such contractors and contingent workers.

(ss) Insurance. Policies of insurance are in force naming ARC as an insured that adequately cover all risks as are customarily covered by oil and gas producers and distributors in the industry in which ARC operates. All such policies shall remain in force and effect (subject to taking into account insurance market conditions and offerings and industry practices) and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement other than such cancellations as would not individually or in the aggregate have a Material Adverse Effect on ARC.

(tt) Indebtedness To and By Officers, Directors and Others. Neither ARC nor ARC Subsidiary is indebted to any of its respective directors, officers, employees or consultants, or any of their respective associates or affiliates, or other parties not at arm's length, except for amounts due as normal compensation or reimbursement of ordinary business expenses, nor is there any indebtedness owing by any such parties to ARC or ARC Subsidiary, as applicable.

(uu) Compliance with Laws. ARC and ARC Subsidiary have complied with and are not in violation of any Applicable Laws other than non-compliance or violations which would, individually or in the aggregate, not have a Material Adverse Effect on ARC.

(vv) Possession of Intellectual Property. (i) ARC and ARC Subsidiary own with good and valid title thereto, free and clear of all Encumbrances, or have the full right or license to use, and to continue to use, the Intellectual Property Rights owned by, licensed to, or used either of them in the operation, conduct or maintenance of

their respective businesses in the manner presently and historically operated, conducted and maintained (collectively, the "**ARC IP**"); (ii) the ARC IP is sufficient for ARC and ARC Subsidiary to operate, conduct and maintain their respective business in the manner presently and historically operated, conducted and maintained; (iii) neither the operation, conduct or maintenance by ARC or ARC Subsidiary of their respective business in the manner presently and historically operated, conducted and maintained, nor the use by ARC or ARC Subsidiary of any ARC IP in respect thereto infringes, misappropriates, misuses or violates the Intellectual Property Rights or any other rights of any third party, or breaches any duty or obligation owed to any third party; (iv) neither ARC nor ARC Subsidiary has received any notice, complaint, threat or claim alleging: (A) the infringement, misappropriation, misuse or violation of any Intellectual Property Right or other right of any third party or breach of any duty or obligation owed to any third party; or (B) that ARC and ARC Subsidiary does not own any ARC IP or, in the case of ARC IP which is licensed to ARC or ARC Subsidiary, as the case may be, that it does not have the right to use such Intellectual Property Rights in connection with the operation, conduct and maintenance of their business in the manner presently and historically operated, conducted and maintained; (v) ARC and ARC Subsidiary have used and continue to use reasonable commercial efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect the ARC IP; (vi) except as disclosed in writing by ARC to 7G, the entering into of this Agreement will not trigger any material change of control payments or fees under any seismic license agreements; (vii) the Information Technology owned, licensed, leased or used by ARC and ARC Subsidiary (collectively, the "**ARC IT**") meets or exceeds industry standards, and adequately satisfies the data processing and other computing needs of the respective businesses and operations of ARC and ARC Subsidiary as presently and historically operated, conducted and maintained; (viii) ARC and ARC Subsidiary have and continue to use reasonable commercial efforts to protect the security and integrity of the ARC IT and the information thereon; and have adopted administrative, procedural, physical and technological safeguards (including disaster recovery and business continuity plans), which are consistent with or exceed current industry standards, to adequately and properly ensure the protection of their respective business; and (ix) ARC and ARC Subsidiary collected, used, disclosed, stored, and otherwise processed all Personal Information under their custody and control materially in accordance with applicable data protection and privacy Laws.

(ww) Corrupt Practices and Trade Legislation.

(i) To the knowledge of ARC, neither it nor ARC Subsidiary, or any of their respective directors, officers, agents, employees or affiliates acting in their capacity as such, have, directly or indirectly, (A) made or authorized, or promised to make or authorize, any contribution, payment or gift of funds, property or other thing of value to any official, employee or agent of any governmental agency, authority or instrumentality (including government-owned or –controlled businesses) of any jurisdiction or any official or employee of any public international organization, state-owned enterprise, or a close relative thereof, or (B) made, or promised to make, or authorized any contribution, payment or gift of funds, property or other thing of value to any candidate for public office, to any political party, political party official or employee, in either case, where either the payment or the purpose of such contribution, payment, gift or other thing of value to improperly influence any government action or decision or to secure an improper advantage for the purpose of obtaining or retaining business, or was, is, or would be prohibited under Anti-Corruption Laws applicable to ARC or ARC Subsidiary and their respective operations and have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation. This includes, for greater certainty, policies and procedures that are designed to ensure compliance by any third party agents, representatives or business partners that interact with foreign public officials on ARC or ARC Subsidiary's behalf with Applicable Laws that prohibit corruption or bribery. To the knowledge of ARC, no action, suit or proceeding or investigation by or before any court or governmental agency, authority or body or any arbitrator involving ARC or ARC Subsidiary or any with respect to the Anti-Corruption Laws is pending or threatened or has been pending or threatened.

(ii) During the periods of the ARC Financial Statements, the operations of ARC and ARC Subsidiary are and have been conducted at all times in compliance with applicable statutory and regulatory financial recordkeeping and reporting requirements, the accurate books and requirements of Anti-

Corruption Laws, and Money Laundering Laws. To the knowledge of ARC, no action, suit, proceeding or investigation by or before any court or governmental agency, authority or body or any arbitrator involving ARC or ARC Subsidiary with respect to the Money Laundering Laws is pending or threatened or has been pending or threatened.

(iii) Neither ARC nor ARC Subsidiary, nor to the knowledge of ARC, any director, officer, agent, employee or affiliate thereof has had any sanctions administered by the OFAC, Global Affairs Canada or Public Safety Canada imposed upon such Person; and neither ARC nor ARC Subsidiary is in violation of any of the Economic Sanctions, including, for greater certainty, Economic Sanctions that restrict oil and gas sector investments and trade in oil and gas sector equipment to certain destinations such as Russia, Iran and Syria, or is conducting or has conducted business with any Person who is the target of any Economic Sanctions in violation of applicable Economic Sanctions.

(iv) There have been no material inaccurate or fictitious entries made in the books or records of ARC or ARC Subsidiary (to the extent such books or records are kept in connection with the books and records of ARC or ARC Subsidiary) relating to any secret or unrecorded fund or any unlawful payment, gift, political or charitable contribution or other thing of value or advantage, and neither ARC nor ARC Subsidiary, or, to the knowledge of ARC, their affiliates have directly or indirectly established or maintained a secret or unrecorded fund.

(v) ARC: (A) maintains systems of accounting and internal controls sufficient to provide reasonable assurances that: (1) the books and records of ARC and ARC Subsidiary accurately and fairly reflect the transactions of ARC and ARC Subsidiary, as applicable, in reasonable detail; (2) transactions are executed in accordance with management's general or specific authorization; and (3) transactions are recorded as necessary to maintain accountability for assets; (B) maintains a risk-based system of accounting and compliance controls sufficient to ensure that both entity's financial statements are accurately and fairly stated and to monitor, prevent, detect and report transactions violating any Applicable Law that prohibits corruption or bribery; and (C) has instituted policies and procedures in relation to business conduct and ethics required by Applicable Law and otherwise reasonably sufficient to provide reasonable assurances that the businesses of ARC and ARC Subsidiary are conducted without any of the actions described in clause (i)(A), (i)(B), and (i)(C) of this Section (xx) and, to the knowledge of ARC, there has not been any material breach of such policies or procedures.

(vi) Without limiting the generality of the foregoing, ARC and ARC Subsidiary, and each of their respective officers and employees, and each of their respective consultants, agents and representatives, acting in their capacity as such, is in material compliance with all Applicable Laws relating to lobbying activities and campaign contributions, if any, and all filings required to be made under any Applicable Law relating to such lobbying activities and campaign contributions are accurate and have been properly filed with the appropriate Governmental Authority in all material respects.

(vii) For the avoidance of doubt, any reference to "other thing of value" in this Section (xx) includes meals, entertainment, travel and lodging.

(viii) For purposes of this Section (xx) only, "affiliates" means those affiliates acting in connection with the properties, assets or business of ARC and ARC Subsidiary, as applicable.

(xx) Investment Canada Act. ARC is not a non-Canadian within the meaning of the Investment Canada Act.

(yy) Debt Financing. Prior to the execution and delivery of this Agreement, ARC has delivered to 7G a true and complete, fully-executed copy of the Debt Commitment Letter. As of the Agreement Date, there are no other agreements, side letters or arrangements that would permit the lenders to reduce the amount of the Debt Financing or that could otherwise affect the availability of the Debt Financing. The Debt Commitment Letter and any related fee letter contain all of the conditions precedent to the obligations of the parties thereunder

to make the Debt Financing available in accordance with the terms set out therein. As of the Agreement Date, the Debt Commitment Letter is in full force and effect, has not been amended, restated, modified, withdrawn or terminated. The Debt Commitment Letter is a legal, valid and binding obligation ARC and, to the knowledge of ARC, the other parties thereto, in each case, except as may be limited by (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to creditors' rights generally, and (B) general principles of equity, whether such enforceability is considered in a proceeding in equity or at law. At the Effective Date, assuming the Debt Financing contemplated in the Debt Commitment Letter is funded, ARC will have sufficient funds available to complete the refinancings described in the Debt Commitment Letter.

(zz) Disclosure. To the knowledge of ARC, ARC has not withheld from 7G any material information or documents concerning ARC, ARC Subsidiary or their respective assets or liabilities during the course of 7G's review thereof. No representation or warranty contained in this Agreement or other disclosure document provided or to be provided to 7G by ARC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact which is necessary in order to make the statements herein or therein not misleading.

SCHEDULE "E"

REPRESENTATIONS AND WARRANTIES OF 7G

REPRESENTATIONS AND WARRANTIES OF 7G

(a) Organization and Qualification. Each of 7G and 7G Subsidiary are corporations duly incorporated, validly existing and in good standing under the Applicable Laws of their jurisdiction of incorporation and have the requisite corporate power and authority to own their respective properties as now owned and to carry on their respective business as it is now being conducted. 7G and 7G Subsidiary are duly registered to do business and each is in good standing in each jurisdiction in which the character of their respective properties, owned or leased, or the nature of their activities makes such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on 7G and 7G Subsidiary taken as a whole.

(b) Authority Relative to this Agreement. 7G has the requisite corporate authority to enter into this Agreement and the ARC Support Agreements and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the ARC Support Agreements, and the consummation by 7G of the transactions contemplated hereunder and thereunder, and the participation by 7G in the Business Combination contemplated hereby have been duly authorized by the 7G Board and, subject to the approval of the 7G Transaction Resolution by 7G Shareholders and the approval of the Circular and matters relating to the 7G Meeting by the 7G Board, no other corporate proceedings on the part of 7G are necessary to authorize this Agreement or the Business Combination. This Agreement and the ARC Support Agreements have been duly executed and delivered by 7G and constitute legal, valid and binding obligations of 7G enforceable against it in accordance with the terms hereof and thereof, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) Material Subsidiaries, Joint Ventures. 7G has no Material Subsidiaries other than 7G Subsidiary. 7G Subsidiary is not currently prohibited, directly or indirectly, from paying any dividends to 7G, from making any other distribution on its capital stock, from repaying to 7G any loans or advances to it from 7G. Except as disclosed in writing by 7G to ARC, neither 7G nor 7G Subsidiary is a partner or participant in any material partnership, joint venture, profit-sharing arrangement or other business combination of any kind and is not party to any agreement under which it agrees to carry on any material part of its business or any other activity in such manner or by which it agrees to share any material revenue or profit with any other Person.

(d) Ownership of Subsidiaries. 7G is the beneficial direct or indirect owner of all of the outstanding shares of 7G Subsidiary with good title thereto free and clear of any and all Encumbrances, other than those granted to its bank lenders. Except as disclosed in writing by 7G to ARC, there are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any such shares of capital stock or other ownership interests in 7G Subsidiary. All of the outstanding shares of capital stock in 7G Subsidiary are validly issued, fully paid and non-assessable and are not subject to nor were they issued in violation of, any pre-emptive rights.

(e) No Violation; Absence of Defaults and Conflicts.

(i) Neither 7G nor 7G Subsidiary is in violation of its constating documents or by-laws or is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which 7G or 7G Subsidiary is a party or to which either of them, or their respective properties or assets, may be subject or by which 7G or 7G Subsidiary is bound, except for such defaults which would not result in a Material Adverse Effect on 7G.

(ii) Neither the execution and delivery of this Agreement by 7G nor the consummation of the Business Combination contemplated by this Agreement nor compliance by 7G with any of the provisions hereof will: (A) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of 7G or 7G Subsidiary or

cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) their respective charter or by-laws; or (2) except as disclosed in writing by 7G to ARC, any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which 7G or 7G Subsidiary is a party or to which any of them, or any of their respective properties or assets, may be subject or by which 7G or 7G Subsidiary is bound; or (B) subject to obtaining the Key Regulatory Approvals and the requisite approvals of the ARC Shareholders, the 7G Shareholders, the Court and the TSX and compliance with Applicable Canadian Securities Laws, violate any Laws applicable to 7G or 7G Subsidiary or any of their respective properties or assets; or (C) cause the suspension or revocation of any authorization, consent, approval or license currently in effect (except, in the case of each of clauses (A), (B) and (C) above, for such violations, conflicts, breaches, defaults, terminations, accelerations, creations of Encumbrances, suspensions or revocations which, or any consents, approvals or notices which if not given or received, would not, individually or in the aggregate, have any Material Adverse Effect on 7G).

(iii) Other than in connection with or in compliance with the provisions of Applicable Laws in relation to the completion of the Business Combination or which are required to be fulfilled after the completion of the Business Combination, and except for the Key Regulatory Approvals and the requisite approvals of the ARC Shareholders, the 7G Shareholders, the Court and the TSX: (A) there is no legal impediment to 7G's consummation of the Business Combination; and (B) no filing or registration with, or authorization, consent or approval of, any Governmental Authority is required of 7G in connection with the consummation of the Business Combination, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals which, if not received, would not have a Material Adverse Effect on 7G or significantly impede the ability of 7G to consummate the Business Combination.

(f) Funds Available. 7G has, and will until the Effective Time have, sufficient funds available or available under its credit facilities to: (i) pay the ARC Termination Amount pursuant to Section 7.2; and (ii) satisfy its payment obligations to the holders of 7G Accelerated Incentive Securities in connection with the Business Combination.

(g) Litigation. Except as disclosed in writing by 7G to ARC, there are no actions, suits, proceedings or investigations by Governmental Authorities or other Persons pending or, to the knowledge of 7G, threatened, affecting or that would reasonably be expected to affect 7G or 7G Subsidiary or any of their respective properties or assets at law or equity or before or by any court or Governmental Authority which action, suit, proceeding or investigation involves a reasonable possibility of any judgment against or liability of 7G or 7G Subsidiary which, if successful, would have a Material Adverse Effect on 7G or would significantly impede the ability of 7G to consummate the Business Combination. Neither 7G nor 7G Subsidiary is subject to any outstanding order, writ, injunction or decree that has had or would have a Material Adverse Effect on 7G or would significantly impede the ability of 7G to consummate the Business Combination.

(h) Returns Filed and Taxes Paid. All material Returns required to be filed by or on behalf of 7G and 7G Subsidiary have been duly filed on a timely basis and such Returns are true, complete and correct in all material respects. All material Taxes due or payable by 7G and 7G Subsidiary, whether or not shown to be payable on such Returns, have been paid in full on a timely basis, other than any such Taxes being contested in good faith and for which adequate reserves in accordance with IFRS have been established.

(i) Tax Reserves. 7G has provided adequate accruals in the 7G Financial Statements for material impacts to deferred Taxes payable and current Taxes payable by, or required to be withheld and remitted by, 7G and 7G Subsidiary, which Taxes are not yet payable to the applicable Governmental Authority, in each case in conformity with IFRS.

(j) Tax Deficiencies; Audits. No deficiencies exist or have been asserted with respect to Taxes of 7G or 7G Subsidiary that would have a Material Adverse Effect on 7G. Neither 7G nor 7G Subsidiary is a party to any action or proceeding for assessment or collection of Taxes that would have a Material Adverse Effect on 7G,

nor, to the knowledge of 7G, has such an event been asserted or threatened against 7G or 7G Subsidiary or any of their respective assets that would have a Material Adverse Effect on 7G.

(k) Withholding Taxes. 7G and 7G Subsidiary have paid or have withheld and remitted to the appropriate Governmental Authority all Taxes required to be paid, withheld and remitted by them, including in connection with amounts paid or owing to employees, non-residents of Canada, independent contractors, creditors, shareholders or other third parties, except where the failure to pay or withhold and remit would not have a Material Adverse Effect on 7G.

(l) Full Disclosure. The data and information in respect of 7G's Tax position provided by 7G to ARC in writing, was and is accurate and correct in all material respects as at the respective dates thereof and, in respect of any information provided or requested, did not knowingly omit any material data or information necessary to make any data or information provided not misleading as at the respective dates thereof. 7G has no knowledge of any material adverse change to the Tax of 7G from that disclosed in such data and information.

(m) Foreign Returns. Except as disclosed in writing by 7G to ARC, neither 7G nor 7G Subsidiary has filed, or has been required or is currently required to file, any Returns with any Governmental Authority outside of their respective jurisdictions of incorporation, and no claims have ever been made by a Governmental Authority that 7G or 7G Subsidiary is or may be subject to Tax in a jurisdiction where it does not file Returns.

(n) GST and Similar Taxes. The books and records of 7G fairly and correctly set out and disclose, in all material respects, all liabilities and unclaimed input tax credits under Part IX of the *Excise Tax Act* (Canada) for purposes of the goods and services or harmonized sales tax or any similar legislation, and fairly and correctly set out and disclose in all material respects all liabilities and remittances in respect of any provincial sales tax, fuel tax, or any other value-added tax. All financial transactions of 7G and 7G Subsidiary have been accurately and completely recorded, in all material respects in the books and records thereof.

(o) Residence. 7G is a "Canadian corporation" as defined in the Tax Act.

(p) Listed Transactions. Neither 7G nor 7G Subsidiary has participated in any listed transaction within the meaning of U.S. Treasury Regulations Section 1.6011-4(b)(2).

(q) Tax Sharing Agreements. Except as disclosed in writing by 7G to ARC, neither 7G nor 7G Subsidiary is a party to any agreement relating to the sharing, allocation or indemnification of Taxes, or any similar agreement, Contract or arrangement (other than any such agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes), or has any material liability for Taxes of any Person (other than 7G or 7G subsidiary and other than members of the affiliated group, within the meaning of Section 1504(a) of the Internal Revenue Code, filing consolidated federal income Tax Returns of which 7G or 7G Subsidiary is the common parent) under U.S. Treasury Regulations Section 1.1502 6 or similar provision of state, local or non-U.S. Tax law, as a transferee or successor, or otherwise as a matter of law.

(r) Distributing or Controlled Corporation. Neither 7G nor 7G Subsidiary has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Internal Revenue Code) in a distribution of shares qualifying or intending to qualify for tax-free treatment under Section 355 of the Internal Revenue Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Internal Revenue Code) in conjunction with this acquisition.

(s) Reporting Issuer Status. 7G is a reporting issuer (where such concept exists) in all provinces of Canada and is in material compliance with all Applicable Canadian Securities Laws therein. The 7G Shares are listed and posted for trading on the TSX, and 7G is in material compliance with the applicable rules of the TSX.

(t) Capitalization. As of the Agreement Date, the authorized capital of 7G consists of an unlimited number of 7G Shares, an unlimited number of class B non-voting shares, an unlimited number of each series A, series

B, series C and series D preferred shares and an unlimited number of special voting shares. As of the Agreement Date, there are 333,389,638 7G Shares issued and outstanding and nil class B non-voting shares, series A, series B, series C or series D preferred shares and special voting shares issued and outstanding. As of the Agreement Date, other than 167,778 7G Performance Warrants, 1,022,174 7G 2013 Options, 2,550,122 7G 2014 Options, 3,748,802 7G 2017 Options, 44,196 7G 2014 RSUs, 120,770 7G 2014 PSUs, 1,905,000 7G 2017 RSUs, 2,551,281 7G 2017 PSUs, 32,006 7G 2020 RSUs and 38,644 7G 2020 PSUs, there are no options, warrants or other rights, plans, agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by 7G of any securities of 7G (including 7G Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of 7G (including 7G Shares). All issued and outstanding 7G Shares are duly authorized, validly issued, fully paid and non- assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights and all 7G Shares issuable upon the exercise, settlement or redemption, as applicable, of 7G Incentives (other than the 7G 2019 DSUs) in accordance with the terms of such securities will be duly authorized, validly issued, fully paid and non-assessable and will not be subject to any pre-emptive rights. Other than the 7G Shares, there are no securities of 7G outstanding which have the right to vote generally with 7G Shareholders on any matter relating to the approval of the Business Combination. As of the Agreement Date, there are 357,103 7G 2014 DSUs and 606,842 7G 2019 DSUs, which upon ceasing to be a member of the 7G Board entitle the holder to receive, (i) in the case of the 7G 2014 DSUs: (A) a cash payment equivalent to the value of 7G Shares underlying such 7G 2014 DSUs, (B) 7G Shares, or (C) a combination thereof; and (ii) in the case of 7G 2019 DSUs, a cash payment equivalent to the value of 7G Shares underlying such 7G 2019 DSUs.

(u) No Orders. No order, ruling or determination having the effect of suspending the sale of, or ceasing the trading of, the 7G Shares or any other securities of 7G has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted, are pending or, to the knowledge of 7G, are contemplated or threatened under any Applicable Laws or by any Governmental Authority.

(v) Material Agreements.

(i) Other than this Agreement, except as disclosed in writing by 7G to ARC, 7G has not entered into any material agreements which are required to be filed by 7G under National Instrument 51-102 – *Continuous Disclosure Obligations*, except for those agreements which have been so filed by 7G.

(ii) Other than the Contracts set forth in Section (v)(i) above, Schedule E(v)(ii) of the 7G Disclosure Letter sets forth a true and complete list, and 7G has made available to 7G true and complete copies (including all material amendments, modifications, extensions or renewals with respect thereto), of each of the following Contracts to which 7G or 7G Subsidiary is a party or bound as of the Agreement Date:

(A) each Contract containing any area of mutual interest, joint bidding area, joint acquisition area, or non-compete or similar type of provision that materially restricts the ability of 7G or any of its subsidiaries (including 7G and its subsidiaries following the Effective Time) to (A) compete in any line of business or geographic area or with any Person during any period of time after the Effective Time or (B) make, sell or distribute any products or services, or use, transfer or distribute, or enforce any of their rights with respect to, any of their material assets or properties;

(B) each Contract that creates, evidences, provides commitments in respect of, secures or guarantees (A) indebtedness for borrowed money in any amount in excess of **[*amount redacted*]** or (B) other indebtedness of 7G or 7G Subsidiary (whether incurred, assumed, guaranteed or secured by any asset) in excess of **[*amount redacted*]**, other than agreements solely between or among 7G and 7G Subsidiary;

(C) each Contract involving the pending acquisition, swap, exchange, sale or other disposition of (or option to purchase, acquire, swap, exchange, sell or dispose of) any oil and gas properties of 7G and 7G Subsidiary for which the aggregate consideration (or the fair

market value of such consideration, if non-cash) payable to or from 7G or 7G Subsidiary exceeds **[*amount redacted*]**, other than Contracts involving the acquisition or sale of (or option to purchase or sell) hydrocarbons in the ordinary course of business;

(D) each International Swaps and Derivatives Association contract (each, an "ISDA") for any Hedging Transaction, it being acknowledged that all derivative transactions are governed by such ISDAs, with each transaction agreed upon and confirmed through the standard bank counterparty confirmation process and documentation;

(E) each partnership, shareholder, joint venture, limited liability company agreement or other joint ownership agreement, other than with respect to arrangements exclusively among 7G and 7G Subsidiary and other than any customary joint operating agreements or units agreements affecting the oil and gas properties of 7G or 7G Subsidiary;

(F) each joint development agreement, exploration agreement, participation, farmout, farm-in or program agreement or similar Contract requiring 7G or 7G Subsidiary to make annual expenditures in excess of **[*amount redacted*]** or aggregate payments in excess of **[*amount redacted*]** (in each case, net to the interest of 7G and 7G Subsidiary) following the date of this Agreement, other than customary joint operating agreements and exploration and development obligations under oil and gas leases;

(G) each agreement that contains any exclusivity, "most favored nation" or most favored customer provision, call or put option, preferential right or rights of first or last offer, negotiation or refusal, to which 7G or 7G Subsidiary is subject, and, in each case, is material to the business of 7G and 7G Subsidiary, taken as a whole, in each case other than those contained in (A) any agreement in which such provision is solely for the benefit of 7G or 7G Subsidiary, (B) customary royalty pricing provisions in oil and gas leases or (C) customary preferential rights in joint operating agreements or unit agreements affecting the business or the oil and gas properties of 7G or 7G Subsidiary;

(H) any acquisition or divestiture Contract that contains "earn out" or other contingent payment obligations, or remaining indemnity or similar obligations (other than (A) asset retirement obligations or plugging and abandonment obligations set forth in the 7G 2020 Reserves Report or (B) customary indemnity obligations with respect to the post-closing ownership and operation of acquired assets), that would reasonably be expected to result in (1) earn out payments, contingent payments or other similar obligations to a third party (but excluding indemnity payments) in any year in excess of **[*amount redacted*]** or (2) earn out payments, contingent payments or other similar obligations to a third party, including indemnity payments, in excess of **[*amount redacted*]** in the aggregate after the Agreement Date;

(I) any Contract (other than any other Contract otherwise covered by this Section (v)(ii)) that creates future payment obligations (including settlement agreements or Contracts that require any capital contributions to, or investments in, any Person) of 7G or 7G Subsidiary outside the ordinary course of business, in each case, involving annual payments in excess of **[*amount redacted*]** or aggregate payments in excess of **[*amount redacted*]** (excluding, for the avoidance of doubt, customary joint operating agreements or unit agreements affecting the oil and gas properties of 7G or 7G Subsidiary), or creates or would create an Encumbrance on any material asset or property of 7G or 7G Subsidiary;

(J) any Contract that provides for midstream services to, or the sale by, 7G or 7G Subsidiary of hydrocarbons for a term greater than or equal to five (5) years and does not allow 7G or 7G Subsidiary to terminate it without penalty to 7G or 7G Subsidiary within ninety (90) days; and

(K) any Contract that provides for a "take-or-pay" clause or any similar prepayment obligation, minimum volume commitments or capacity reservation fees to a gathering, transportation

or other arrangement downstream of the wellhead, or similar arrangements that otherwise guarantee or commit volumes of hydrocarbons from 7G or 7G Subsidiary's oil and gas properties, which in each case, would reasonably be expected to involve payments (including penalty or deficiency payments) in excess of **[*amount redacted*]** during the twelve (12) month period following the date of this Agreement or aggregate penalty or deficiency payments in excess of **[*amount redacted*]** during the two (2)-year period following the date of this Agreement.

(iii) Neither 7G nor 7G Subsidiary is in breach of, or default under the terms of, and, to the knowledge of 7G, no other party to any 7G Material Contract is in breach of, or default under the terms of, any 7G Material Contract, nor is any event of default (or similar term) continuing under any 7G Material Contract, and, to the knowledge of 7G, there does not exist any event, condition or omission that would constitute such a default, breach or event of default (or similar term) (whether by lapse of time or notice or both) under any 7G Material Contract, in each case where such breach, default or event of default (or similar term) would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of 7G.

(w) Filings. 7G and 7G Subsidiary have filed all material documents required to be filed by it with all applicable Governmental Authorities and all such documents were, as of their respective dates, in compliance in all material respects with all Applicable Laws and at the time filed did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(x) Books and Records. The corporate records and minute books of 7G and 7G Subsidiary have been maintained substantially in accordance with all Applicable Laws and are complete and accurate in all material respects.

(y) Financial Statements.

(i) The 7G Financial Statements, and any interim or annual financial statements filed by or on behalf of 7G on and after the Agreement Date with any securities regulatory authorities, in compliance, or intended compliance, with any Applicable Canadian Securities Laws, were, or when so filed, will have been, prepared in accordance with IFRS (consistently applied), and present, or when so filed will present, fairly in accordance with IFRS the consolidated financial position, results of operations and changes in financial position of 7G on a consolidated basis as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments). There has been no material change in 7G's accounting policies, except as described in the notes to the 7G Financial Statements, since January 1, 2020.

(ii) 7G has provided ARC with a true and complete copy of the 7G 2020 Financial Statements as at the Agreement Date. The 7G 2020 Financial Statements have been prepared in accordance with IFRS (consistently applied), and present fairly in accordance with IFRS the consolidated financial position, results of operations and changes in financial position of 7G on a consolidated basis as of the dates thereof and for the periods indicated therein (subject to normal year-end audit and other adjustments which are not reasonably expected to be material and adverse and adjustments required as a result of the Business Combination that have been disclosed in writing by 7G to ARC).

(z) Financial Reporting. 7G maintains a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and has otherwise complied with National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*, except where the failure to maintain such a system would not reasonably be expected to have a Material Adverse Effect on 7G; management of 7G has assessed the effectiveness of 7G's internal control over financial reporting, as at December 31, 2019 and December 31, 2020, and has concluded that such internal control over financial reporting was effective as of such dates.

(aa) Disclosure Controls and Procedures. 7G maintains disclosure controls and procedures that comply with the requirements of Applicable Canadian Securities Laws; such disclosure controls and procedures have been designed to ensure that information required to be disclosed by 7G in the reports that it files or submits under Applicable Canadian Securities Laws is recorded, processed, summarized and reported within the time periods specified in such securities laws; such disclosure controls and procedures were effective as of December 31, 2020 at a reasonable assurance level.

(bb) Absence of Undisclosed Liabilities. 7G has no material obligations or liabilities of any nature (matured or unmatured, fixed or contingent), other than:

(i) those set forth or adequately provided for in the most recent statement of financial position and associated notes thereto included in the 7G Financial Statements (the "**7G Balance Sheet**");

(ii) those incurred in the ordinary course of business and not required to be set forth in the 7G Balance Sheet under IFRS;

(iii) those disclosed in writing by 7G to ARC and incurred in the ordinary course of business since the date of the 7G Balance Sheet and consistent with past practice; and

(iv) those incurred in connection with the execution of this Agreement.

(cc) No Material Adverse Change. Except for the Business Combination or any action taken in accordance with this Agreement, since September 30, 2020: (i) 7G and 7G Subsidiary have conducted their respective business only in the ordinary and normal course substantially consistent with past practice, subject to compliance with laws related to, and the impact on the business of, the COVID-19 pandemic and such pandemic's continuing effect on working restrictions and the local, national and global economy (including any work stoppages or operational stoppages necessary to safeguard life or property); (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to 7G (taken as a whole) has been incurred other than in the ordinary course of business; (iii) there has not been any Material Adverse Change in respect of 7G; and (iv) there have been no material facts, transactions, events or occurrences which would have a Material Adverse Effect on 7G.

(dd) Conduct of Business. Since September 30, 2020, neither 7G nor 7G Subsidiary has taken any action that would be in violation of Section 3.2 if such provision had been in effect since that date, other than violations which would not have any Material Adverse Effect on 7G or would not significantly impede 7G's ability to consummate the Business Combination contemplated hereby.

(ee) Foreign Private Issuer. 7G is a "foreign private issuer" as defined in Rule 405 of Regulation C under the U.S. Securities Act.

(ff) Environmental.

(i) There have not occurred any material spills, emissions or pollution on any property of 7G or 7G Subsidiary or as a result of their respective operations that have not been remediated in compliance with Environmental Laws, nor has 7G or 7G Subsidiary been subject to any stop orders, control orders, clean-up orders or reclamation orders under applicable Environmental Laws that have not been complied with, except in each case to the extent any of such material spills, emissions or pollution on property or stop orders, control orders, clean-up order or reclamation orders would not individually or in the aggregate have a Material Adverse Effect on 7G. All operations of 7G and 7G Subsidiary have been and are now being conducted in compliance with all applicable Environmental Laws, except where the failure to be in compliance would not individually or in the aggregate have a Material Adverse Effect on 7G. 7G is not aware of, or is subject to:

(A) any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction, or expenditures; or

(B) any demand or notice with respect to the breach of any Environmental Laws applicable to 7G or 7G Subsidiary, including any regulations respecting the use, storage, treatment, transportation, or disposition of any Hazardous Substances,

which would reasonably be expected to have a Material Adverse Effect on 7G.

(ii) In the ordinary course of its business, 7G periodically reviews the effect of Environmental Laws on various business, operations and properties of 7G, in the course of which it identifies and evaluates associated costs and liabilities (including any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, 7G has reasonably concluded that such associated costs and liabilities would not result in a Material Adverse Change to 7G.

(gg) Title. 7G and 7G Subsidiary have good and sufficient title to their real property interests, including fee simple estate of and in real property, leases, easements, rights of way, permits or licenses from landowners or authorities permitting the use of land by 7G and its 7G Subsidiary, necessary to permit the operation of their respective business as presently owned and conducted, other than where the failure to have such good and sufficient title would not individually or in the aggregate have a Material Adverse Effect on 7G. 7G has no knowledge nor is aware of any defects, failures or impairments in the title of 7G or 7G Subsidiary to their respective assets, whether or not an action, suit, proceeding or inquiry is pending or threatened or whether or not discovered by any third party, which in aggregate would have a Material Adverse Effect on 7G.

(hh) No Defaults under Leases and Agreements.

(i) Neither 7G nor 7G Subsidiary has received notice of any default under any of the leases and other title and operating documents or any other agreement or instrument pertaining to their respective assets to which 7G or 7G Subsidiary is a party or by or to which 7G or 7G Subsidiary or any of their respective assets are bound or subject except to the extent that such defaults would not in the aggregate have a Material Adverse Effect on 7G.

(ii) To the knowledge of 7G:

(A) 7G and 7G Subsidiary are in good standing under all, and is not in default under any; and

(B) there is no existing condition, circumstance or matter which constitutes or which, with the passage of time or the giving of notice, would constitute a default under any,

leases and other title and operating documents or any other agreements and instruments pertaining to its assets to which it is a party or by or to which it or such assets are bound or subject and, to the knowledge of 7G, all such leases, title and operating documents and other agreements and instruments are in good standing and in full force and effect and none of the counterparties to such leases, title and operating documents and other agreements and instruments is in default thereunder except to the extent that such defaults would not, individually or in the aggregate, have a Material Adverse Effect on 7G.

(ii) No Encumbrances. Neither 7G nor 7G Subsidiary has encumbered or alienated their interests in their respective assets or agreed to do so and their assets are free and clear of all Encumbrances except for such Encumbrances as are disclosed in any governmental registry or arising in the ordinary course of business or are not material in the aggregate.

(jj) Ownership of Material Property. 7G and 7G Subsidiary have ownership of all material property (including oil and gas leasehold interests in accordance with industry standard oilfield practice) necessary to the operation of their respective businesses, in each case free and clear of all Encumbrances and other material adverse claims known to 7G, other than such Encumbrances as are disclosed in any governmental registry or arising in the ordinary course of business or are not material in the aggregate.

(kk) No ROFRs. There are no rights of first refusal, pre-emptive rights of purchase or similar right whereby any third party has the right to acquire or purchase any of 7G or 7G Subsidiary's assets as a consequence of the Parties entering into this Agreement or the Business Combination, other than where such rights would not individually or in the aggregate have a Material Adverse Effect on 7G.

(ll) Royalties, Rentals and Taxes Paid. All royalties and rentals payable under the leases and other title and operating documents pertaining to the oil and gas assets of 7G and 7G Subsidiary and all ad valorem, property, production, severance and similar taxes and assessments based upon or measured by the ownership of such assets or the production of petroleum substances derived therefrom or allocated thereto or the proceeds of sales thereof payable have been properly paid in full and in a timely manner except to the extent that such non-payment would not in the aggregate have a Material Adverse Effect on 7G.

(mm) Reserves.

(i) A true and complete copy of the 7G 2019 Reserves Report has been provided to ARC. 7G cooperated with McDaniel in the preparation of the 7G 2019 Reserves Report, which has been accepted and approved by the Reserves Committee and the 7G Board. 7G has made available to McDaniel prior to the issuance of the 7G 2019 Reserves Report for the purpose of preparing such report, all information within 7G's power or possession requested by McDaniel, which information did not to 7G 's knowledge, at the time such information was provided, contain any misrepresentation and 7G does not have any knowledge of any change in the production, cost, reserves, resources or other relevant information provided to McDaniel since the date that such information was so provided that would result, individually or in the aggregate, in a Material Adverse Effect. 7G believes that the 7G 2019 Reserves Report reasonably presents the estimated quantity and pre-tax net present values of the oil and natural gas reserves associated with the crude oil, natural gas and NGL properties evaluated in such report as at December 31, 2019, based upon information available at the time such reserves information was prepared, and 7G believes that at the date of such report, the 7G 2019 Reserves Report reasonably presented the aggregate estimated quantity and pre-tax net present values of such reserves or the estimated monthly production volumes therefrom.

(ii) A true and complete copy of the 7G 2020 Reserves Report has been provided to ARC. 7G cooperated with McDaniel in the preparation of the 7G 2020 Reserves Report. 7G has made available to McDaniel prior to the issuance of the 7G 2020 Reserves Report for the purpose of preparing such report, all information within 7G's power or possession requested by McDaniel, which information did not to 7G's knowledge, at the time such information was provided, contain any misrepresentation and 7G does not have any knowledge of any change in the production, cost, reserves, resources or other relevant information provided to McDaniel since the date that such information was so provided that would result, individually or in the aggregate, in a Material Adverse Effect. 7G believes that the 7G 2020 Reserves Report reasonably presents the estimated quantity and pre-tax net present values of the oil and natural gas reserves associated with the crude oil, natural gas and NGL properties evaluated in such report as at December 31, 2020, based upon information available at the time such reserves information was prepared, and 7G believes that at the date of such report, the 7G 2020 Reserves Report reasonably presented the aggregate estimated quantity and pre- tax net present values of such reserves or the estimated monthly production volumes therefrom.

(nn) Licences. 7G and 7G Subsidiary have obtained and are in compliance with all licenses, permits, certificates, consents, orders, grants and other authorizations of or from any Governmental Authority necessary to conduct their respective businesses as they are now being or are proposed to be conducted, other than such licenses, permits, certificates, consents, orders, grants and other authorizations the absence of which would, individually or in the aggregate, not have a Material Adverse Effect on 7G.

(oo) Long-Term Hedging Transactions. 7G and 7G Subsidiary have no obligations or liabilities, direct or indirect, vested or contingent in respect of any Hedging Transaction except with respect to Hedging Transactions entered in the ordinary course of business consistent with past practice and as permitted under 7G's corporate policies.

(pp) Employee Benefit Plans. 7G has made available to ARC true, complete and correct copies of each material option, incentive compensation (including the 7G Incentive Plans), deferred compensation, share purchase or share-based compensation plan and each other material employee or director compensation or benefit plan, agreement or arrangement, or any similar agreement, plan, policy or other arrangement (and any amendments thereto), for the benefit of directors or former directors of 7G and 7G Subsidiary, consultants or former consultants of 7G and 7G Subsidiary, employees or former employees of 7G and 7G Subsidiary, which are maintained by, contributed to, or binding upon 7G and 7G Subsidiary or in respect of which 7G and 7G Subsidiary have any actual or potential liability (the "**7G Employee Plans**"), and:

(i) each 7G Employee Plan has been maintained and administered in material compliance with its terms, and is funded in accordance with Applicable Laws;

(ii) all required material employer contributions under any 7G Employee Plans have been made in accordance with the terms thereof;

(iii) each 7G Employee Plan that is required or intended to be qualified under Applicable Law or registered or approved by a Governmental Authority has been so qualified, registered or approved by the appropriate Governmental Authority, and nothing has occurred since the date of the last qualification, registration or approval to materially adversely affect, or cause, the appropriate Governmental Authority to revoke such qualification, registration or approval;

(iv) to the knowledge of 7G, there are no pending or anticipated material claims against or otherwise involving any of the 7G Employee Plans and no material suit, action or other litigation (excluding claims for benefits incurred in the ordinary course of 7G Employee Plan activities) has been brought against or with respect to any 7G Employee Plan;

(v) all material contributions, reserves or premium payments required to be made to the 7G Employee Plans have been made or accrued for in the books and records of 7G;

(vi) except as disclosed in writing by 7G to ARC**,** the execution and delivery of this Agreement or the consummation of the transactions contemplated herein will not under any 7G Employee Plan result in, cause the accelerated vesting of, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, or director of 7G or 7G Subsidiary, or will not limit the right of 7G or 7G Subsidiary to amend, merge, terminate or receive a reversion of assets from any 7G Employee Plan or related trust; and

(vii) all material unfunded liabilities in respect of the 7G Employee Plans have been reflected in the 7G Financial Statements or accrued for in the books and records of 7G.

(qq) Employment Agreements and Collective Agreements. Except as disclosed in writing by 7G to ARC:

(i) neither 7G nor 7G Subsidiary is a party to, nor is engaged in any negotiations with respect to, any employment agreement with any employee or any written or oral agreement, arrangement or understanding, providing for severance, termination or change of control payments to any 7G or 7G Subsidiary employee as a result of the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.

(ii) neither 7G nor 7G Subsidiary is a party to, nor is engaged in any negotiations with respect to, any collective bargaining or union agreement, any actual or threatened application for certification or bargaining rights or letter of understanding, with respect to any current or former 7G or 7G

Subsidiary employee. No trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any employees of 7G or 7G Subsidiary by way of certification, interim certification, voluntary recognition or succession rights of any 7G or 7G Subsidiary employees.

(iii) there is no labour strike, dispute, lock-out, work slowdown or stoppage or concerted work refusal outstanding, pending or involving 7G or 7G Subsidiary and, to the knowledge of 7G, no labour strike, dispute, lock-out, work slowdown or stoppage is threatened against 7G or 7G Subsidiary. No trade union has applied to have 7G declared a related successor or common employer pursuant to the *Labour Relations Code* (Alberta) or any similar legislation in any jurisdiction in which 7G or 7G Subsidiary carry on business.

(iv) no unfair labour practice complaint, grievance or arbitration proceeding is pending or involving 7G or 7G Subsidiary and, to the knowledge of 7G, neither 7G nor 7G Subsidiary has engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding has been threatened against 7G or 7G Subsidiary, in each case other than as in the aggregate would be material to 7G.

(v) 7G and 7G Subsidiary are in material compliance with all terms and conditions of employment and all Applicable Laws respecting employment, including pay equity, human rights, privacy, employment standards, worker's compensation and occupational health and safety, and there are no outstanding actual or, to the knowledge of 7G, threatened claims, complaints, investigations or orders under any such Laws, other than as in the aggregate do not have a Material Adverse Effect on 7G.

(vi) all amounts due or accrued for all salary, wages, bonuses, commissions, vacation with pay and other employee benefits in respect of employees of 7G and 7G Subsidiary which are attributable to the period before the Effective Date have been paid or are accurately reflected in the books and records of 7G.

(vii) there are no material outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due or owing by 7G or 7G Subsidiary pursuant to any workers' compensation legislation and neither 7G nor 7G Subsidiary has been reassessed in any material respect under such legislation and, to the knowledge of 7G, no audit of 7G or 7G Subsidiary is currently being performed pursuant to any applicable worker's compensation legislation.

(viii) there are no material charges pending with respect to 7G or 7G Subsidiary under applicable OHSL. Each of 7G and 7G Subsidiary have complied in all material respects with the terms and conditions of the OHSL, as well as with any orders issued under OHSL. There are no appeals of any material orders under OHSL currently outstanding.

(ix) 7G and 7G Subsidiary have in all material respects properly classified each contractor and contingent worker directly engaged or retained by them, respectively, in accordance with all Applicable Laws and there are no outstanding actual or, to the knowledge of 7G, threatened material claims, complaints or investigations regarding 7G or 7G Subsidiary's classification of such contractors and contingent workers.

(rr) Insurance. Policies of insurance are in force naming 7G and 7G Subsidiary as insureds that adequately cover all risks as are customarily covered by oil and gas producers and distributors in the industry in which 7G operates. All such policies shall remain in force and effect (subject to taking into account insurance market conditions and offerings and industry practices) and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement other than such cancellations as would not individually or in the aggregate have a Material Adverse Effect on 7G.

(ss) Indebtedness To and By Officers, Directors and Others. Neither 7G nor 7G Subsidiary is indebted to any of its respective directors, officers, employees or consultants, or any of their respective associates or affiliates, or other parties not at arm's length, except for amounts due as normal compensation or reimbursement of ordinary business expenses, nor is there any indebtedness owing by any such parties to 7G or 7G Subsidiary as applicable.

(tt) Compliance with Laws. 7G and 7G Subsidiary have complied with and are not in violation of any Applicable Laws other than non-compliance or violations which would, individually or in the aggregate, not have a Material Adverse Effect on 7G.

(uu) Possession of Intellectual Property. (i) 7G and 7G Subsidiary own with good and valid title thereto, free and clear of all Encumbrances, or have the full right or license to use, and to continue to use, the Intellectual Property Rights owned by, licensed to, or used by either of them in the operation, conduct or maintenance of their respective businesses in the manner presently and historically operated, conducted and maintained (collectively, the "**7G IP**"); (ii) the 7G IP is sufficient for 7G and 7G Subsidiary to operate, conduct and maintain their respective business in the manner presently and historically operated, conducted and maintained; (iii) neither the operation, conduct or maintenance by 7G or 7G Subsidiary of their respective business in the manner presently and historically operated, conducted and maintained, nor the use by 7G or 7G Subsidiary of any 7G IP in respect thereto infringes, misappropriates, misuses or violates the Intellectual Property Rights or any other rights of any third party, or breaches any duty or obligation owed to any third party; (iv) except as disclosed in writing by 7G to ARC, neither 7G nor 7G Subsidiary has received any notice, complaint, threat or claim alleging: (A) the infringement, misappropriation, misuse or violation of any Intellectual Property Right or other right of any third party or breach of any duty or obligation owed to any third party; or (B) that 7G and 7G Subsidiary does not own any 7G IP or, in the case of 7G IP which is licensed to 7G or 7G Subsidiary, as the case may be, that it does not have the right to use such Intellectual Property Rights in connection with the operation, conduct and maintenance of their business in the manner presently and historically operated, conducted and maintained; (v) 7G and 7G Subsidiary have used and continue to use reasonable commercial efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect the 7G IP; (vi) the entering into of this Agreement will not trigger any material change of control payments or fees under any seismic license agreements; (vii) the Information Technology owned, licensed, leased or used by 7G and 7G Subsidiary (collectively, the "**7G IT**") meets or exceeds industry standards, and adequately satisfies the data processing and other computing needs of the respective businesses and operations of 7G and 7G Subsidiary as presently and historically operated, conducted and maintained; (viii) 7G and 7G Subsidiary: (A) have and continue to use reasonable commercial efforts to protect the security and integrity of the 7G IT and the information thereon; and (B) have adopted administrative, procedural, physical and technological safeguards (including disaster recovery and business continuity plans), which are consistent with or exceed current industry standards, to adequately and properly ensure the protection of their respective business; and (ix) 7G and 7G Subsidiary have collected, used, disclosed, stored, and otherwise processed all Personal Information under their custody and control materially in accordance with applicable data protection and privacy Laws.

(vv) Corrupt Practices and Trade Legislation.

(i) To the knowledge of 7G, neither it nor 7G Subsidiary, or any of their respective directors, officers, agents, employees or affiliates acting in their capacity as such, have, directly or indirectly, (A) made or authorized, or promised to make or authorize, any contribution, payment or gift of funds, property or other thing of value to any official, employee or agent of any governmental agency, authority or instrumentality (including government-owned or –controlled businesses) of any jurisdiction or any official or employee of any public international organization, state-owned enterprise, or a close relative thereof, or (B) made, or promised to make, or authorized any contribution, payment, or gift of funds, property or other thing of value to any candidate for public office, to any political party, political party official or employee, in either case, where either the payment or the purpose of such contribution, payment, gift or other thing of value to improperly influence any government action or decision or to secure an improper advantage for the purpose of obtaining or retaining business, or was, is, or would be prohibited under Anti-Corruption Laws applicable to 7G or 7G Subsidiary and their respective operations and have instituted and maintained policies and procedures designed

to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation. This includes, for greater certainty, policies and procedures that are designed to ensure compliance by any third party agents, representatives or business partners that interact with foreign public officials on 7G or 7G Subsidiary's behalf with Applicable Laws that prohibit corruption or bribery. To the knowledge of 7G, no action, suit or proceeding or investigation by or before any court or governmental agency, authority or body or any arbitrator involving 7G or 7G Subsidiary or any with respect to the Anti- Corruption Laws is pending or threatened or has been pending or threatened.

(ii) During the periods of the 7G Financial Statements, the operations of 7G and 7G Subsidiary are and have been conducted at all times in compliance with applicable statutory and regulatory financial recordkeeping and reporting requirements, the accurate books and requirements of Anti-Corruption Laws, and Money Laundering Laws. To the knowledge of 7G, no action, suit, proceeding or investigation by or before any court or governmental agency, authority or body or any arbitrator involving 7G or 7G Subsidiary with respect to the Money Laundering Laws is pending or threatened or has been pending or threatened.

(iii) Neither 7G nor 7G Subsidiary, nor to the knowledge of 7G, any director, officer, agent, employee or affiliate thereof has had any sanctions administered by the OFAC, Global Affairs Canada or Public Safety Canada imposed upon such Person; and neither 7G nor 7G Subsidiary is in violation of any of the Economic Sanctions, including, for greater certainty, Economic Sanctions that restrict oil and gas sector investments and trade in oil and gas sector equipment to certain destinations such as Russia, Iran and Syria, or is conducting or has conducted business with any Person who is the target of any Economic Sanctions in violation of applicable Economic Sanctions.

(iv) There have been no material inaccurate or fictitious entries made in the books or records of 7G or 7G Subsidiary (to the extent such books or records are kept in connection with the books and records of 7G or 7G Subsidiary) relating to any secret or unrecorded fund or any unlawful payment, gift, political or charitable contribution or other thing of value or advantage, and neither 7G nor 7G Subsidiary, or, to the knowledge of 7G, their affiliates have directly or indirectly established or maintained a secret or unrecorded fund.

(v) 7G: (A) maintains systems of accounting and internal controls sufficient to provide reasonable assurances that: (1) the books and records of 7G and 7G Subsidiary accurately and fairly reflect the transactions of 7G and 7G Subsidiary, as applicable, in reasonable detail; (2) transactions are executed in accordance with management's general or specific authorization; and (3) transactions are recorded as necessary to maintain accountability for assets; (B) maintains a risk-based system of accounting and compliance controls sufficient to ensure that both entity's financial statements are accurately and fairly stated and to monitor, prevent, detect and report transactions violating any Applicable Law that prohibits corruption or bribery; and (C) has instituted policies and procedures in relation to business conduct and ethics required by Applicable Law and otherwise reasonably sufficient to provide reasonable assurances that the businesses of 7G and 7G Subsidiary are conducted without any of the actions described in clause (i)(A), (i)(B), and (i)(C) of this Section (ww) and, to the knowledge of 7G, there has not been any material breach of such policies or procedures.

(vi) Without limiting the generality of the foregoing, 7G and 7G Subsidiary, and each of their respective officers and employees, and each of their respective consultants, agents and representatives, acting in their capacity as such, is in material compliance with all Applicable Laws relating to lobbying activities and campaign contributions, if any, and all filings required to be made under any Applicable Law relating to such lobbying activities and campaign contributions are accurate and have been properly filed (except for any delays in making such filings, the consequences of which would not be material to 7G) with the appropriate Governmental Authority in all material respects.

(vii) For the avoidance of doubt, any reference to "other thing of value" in this Section (ww) includes meals, entertainment, travel and lodging.

(viii) For purposes of this Section (xx) only, "affiliates" means those affiliates acting in connection with the properties, assets or business of 7G or 7G Subsidiary, as applicable.

(ww) Disclosure. To the knowledge of 7G, 7G has not withheld from ARC any material information or documents concerning 7G, 7G Subsidiary or their respective assets or liabilities during the course of ARC's review thereof. No representation or warranty contained in this Agreement or other disclosure document provided or to be provided to ARC by 7G pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact which is necessary in order to make the statements herein or therein not misleading.

SCHEDULE "F"

FORMS OF SUPPORT AGREEMENT

FORM OF ARC SUPPORT AGREEMENT

February 10, 2021

To the Undersigned Securityholder of ARC Resources Ltd.

Dear Sir / Madame:

Re: Agreement respecting the Business Combination of ARC Resources Ltd. and Seven Generations Energy Ltd.

Reference is made to the business combination agreement dated on or about February 10, 2021 (the "**Business Combination Agreement**") between ARC Resources Ltd. ("**ARC**") and Seven Generations Energy Ltd. ("**7G**") pursuant to which, among other things, ARC has agreed to purchase all of the issued and outstanding class A common shares in the capital of 7G (the "**7G Shares**") (including all of the 7G Shares issued upon the exercise, settlement or redemption, as applicable, of the outstanding options, performance warrants, performance share units and restricted share units issued by 7G) for the consideration set out in the Business Combination Agreement (the "**Business Combination**").

The ARC Shares and options granted pursuant to ARC's share option plan ("**ARC Options**"), long term restricted share awards granted pursuant to ARC's long term restricted share award plan ("**ARC LTRSAs**"), granted pursuant to ARC's long term incentive plan (the ARC Options and ARC LTRSAs are together referred to herein as the "**ARC Share Awards**") are collectively referred to herein as the "**ARC Securities**". Capitalized words and phrases used but not defined herein shall have the meaning ascribed to them in the Business Combination Agreement.

We understand that you (the "**Securityholder**") beneficially own or exercise control or direction over, directly or indirectly, the number of ARC Securities set forth on the execution page of this letter agreement (the "**Securityholder's ARC Securities**"). Any references in this letter agreement to the Securityholder's ARC Securities shall be deemed to include: (i) the ARC Securities owned by the Securityholder as at the date hereof; (ii) where the context requires, all ARC Shares issued to the Securityholder after the date hereof, including pursuant to the exercise, settlement or redemption, as applicable, of the outstanding ARC Share Awards held by the Securityholder before the record date of the Meeting (as defined below); and (iii) any and all other ARC Securities hereafter acquired or controlled by the Securityholder in his, her or its personal capacity either directly or indirectly before the record date of the Meeting.

This letter agreement sets forth the agreement between 7G and the Securityholder that the Securityholder agrees to vote the Securityholder's ARC Shares, to the extent that such securities have or are granted voting rights, in favour of the Business Combination (and in favour of any actions or resolutions required in furtherance of completing the Business Combination) at any meeting of the ARC Shareholders, however called, for the purpose of approving the Business Combination and any adjournment or postponement thereof (the "**Meeting**") and to otherwise support the Business Combination, subject to the terms and conditions of this letter agreement.

The Securityholder acknowledges and agrees that the completion of the Business Combination is subject to various conditions as set forth in the Business Combination Agreement, which conditions are for the exclusive benefit of ARC and/or 7G, which ARC and/or 7G has the right, in its sole discretion, to waive in whole or in part, or to rely on in connection with termination of the Business Combination Agreement and this letter agreement and their respective obligations to complete the Business Combination. Further, the Securityholder acknowledges and agrees that the Business Combination Agreement may be amended or amended and restated and any such amendment or amendment and restatement shall not in any way affect

the obligations of the Securityholder hereunder except as provided in Section 5 hereof. By executing this letter agreement, the Securityholder understands and acknowledges that 7G is entering into the Business Combination Agreement in reliance on the Securityholder's execution and delivery of this letter agreement and the terms contained herein, and in consideration for 7G entering into the Business Combination Agreement with ARC, each of 7G and the Securityholder hereby agrees to be bound by the terms set forth herein.

1. Covenants of the Securityholder

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, from the date hereof until the termination of this letter agreement in accordance with Section 5 hereof, the Securityholder hereby covenants and agrees, as follows:

(a) to vote (or cause to be voted), and provide evidence thereof, including if voting by proxy, to 7G within five (5) days prior to the Meeting all of the Securityholder's ARC Shares in favour of all resolutions required in furtherance of completing the Business Combination, as contemplated by the Business Combination Agreement, and any actions required in furtherance of the actions contemplated thereby at the Meeting and not withdraw any proxies or change the vote thereof;

(b) to vote (or to cause to be voted) all of the Securityholder's ARC Shares at any meeting of securityholders of ARC against any resolution or transaction which would in any manner, frustrate, prevent, delay or nullify the Business Combination or any of the other transactions contemplated by the Business Combination Agreement;

(c) except to the extent permitted hereunder, not take any action of any kind which would cause any of its representations or warranties in this letter agreement to become untrue or which would materially adversely affect the success of the Business Combination, the completion of the Business Combination;

(d) promptly notify 7G upon any of the Securityholder's representations or warranties in this letter agreement becoming untrue or incorrect in any material respect during the period commencing on the date hereof and expiring at the earlier of the Effective Time and the termination of this letter agreement in accordance with Section 5 hereof, and for the purpose of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof);

(e) not to grant or agree to grant any proxy or other right to vote any of the Securityholder's ARC Shares (other than as permitted under subsections 1(a) and 1(b) hereof or in respect of any regularly held annual meeting of ARC with respect to matters that do not affect the Business Combination), or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders or give consents or approval of any kind as to any of the Securityholder's ARC Shares (other than in connection with the performance by the Securityholder of its obligations hereunder);

(f) not to sell, transfer, assign, convey or otherwise dispose of, or enter into any agreement or understanding relating to the sale, transfer, assignment, conveyance or other disposition of, any of the Securityholder's ARC Securities to any person other than to: (i) 7G or any subsidiary of 7G (as such term is defined in the *Securities Act* (Alberta)); or (ii) an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of such

Securityholder provided that such affiliate or associate first agrees with 7G to be bound by the terms hereof and that such transfer of the Securityholder's ARC Securities is permitted in accordance with the terms thereof;

(g) notwithstanding Section 1(f) hereof, the Securityholder may sell, assign, convey or otherwise transfer or dispose of any or all of the Securityholder's ARC Securities to a Related Person provided that such Related Person enters into an agreement with 7G on the same terms as this letter agreement, or otherwise agrees with 7G to be bound by the provisions hereof or as otherwise consented to by 7G, which consent may be arbitrarily withheld and that the transfer of the Securityholder's ARC Securities is permitted in accordance with the terms thereof. For the purposes hereof, "**Related Person**" means: (i) a spouse, parent, grandparent, brother, sister or child of the Securityholder; or (ii) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the persons referred to in clause (i); and

(h) to execute and deliver, or cause to be executed and delivered, such additional or further consents, documents or other instruments as 7G may reasonably request for the purpose of effectively carrying out the matters contemplated by this letter agreement.

2. Non-Solicitation

The Securityholder agrees, subject to Section 15 hereof, that it will not directly or indirectly:

(a) solicit, assist, initiate or knowingly facilitate or encourage or take any action to solicit or knowingly facilitate, initiate, entertain or encourage any Acquisition Proposal, or engage in any communication regarding the making of any proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, including, without limitation, by way of furnishing information or access to properties, facilities or books and records of ARC; or

(b) enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or furnish to any other person any information with respect to the business, properties, operations, or conditions (financial or otherwise) of ARC in connection with, or performance of an Acquisition Proposal or otherwise cooperate in any way with, or assist or knowingly participate in, facilitate or encourage, any effort or attempt of any other person to do or seek to do any of the foregoing.

3. Representations and Warranties

The Securityholder represents and warrants to 7G that:

(a) the Securityholder is duly authorized and has the authority to execute and deliver this letter agreement and to carry out the transactions contemplated hereby and this letter agreement is a valid and binding agreement enforceable against the Securityholder in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered;

(b) neither the execution of this letter agreement by the Securityholder nor the completion by the Securityholder of the transactions contemplated hereby will constitute a violation of or default under, or conflict with, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which the Securityholder will be a party or by which it will be bound at the time of completion of such transactions;

(c) (i) the Securityholder is the beneficial owner of or exercises control and direction, directly or indirectly, over the number of ARC Shares and ARC Share Awards, set forth on the execution page of this letter agreement; and (ii) as at the date hereof, the foregoing ARC Shares and ARC Share Awards as set forth on the execution page hereof are the only securities in the capital of ARC (or securities convertible, exchanged or exercisable into ARC Securities) beneficially owned by the Securityholder or over which he, she or it, directly or indirectly, exercises control or direction;

(d) other than pursuant to this letter agreement, the ARC Shares (including the ARC Shares issuable upon the exercise, settlement or redemption, as applicable, of the ARC Share Awards) owned or controlled by the Securityholder are not subject to any securityholder agreements, voting trust or similar agreements or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a securityholders' agreement, voting trust or other agreement affecting such ARC Shares or any interest therein or right thereto, including, without limitation, the voting of any such securities;

(e) other than pursuant to this letter agreement, the Securityholder has not previously granted or agreed to grant any proxy or any other right to vote any of the Securityholder's ARC Securities in respect of any meeting of securityholders of ARC that is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his, her or its right to vote, call meetings of securityholders of ARC or give consents or approvals of any kind as to the Securityholder's ARC Securities;

(f) there are no legal proceedings currently in progress or pending before any Governmental Authority or, to the Securityholder's knowledge, threatened against the Securityholder or any of such Securityholder's affiliates that would materially adversely affect in any manner the ability of the Securityholder to enter into this letter agreement and to perform its obligations hereunder or the title of Securityholder to any of the Securityholder's ARC Securities, and there is no current and enforceable judgment, decree or order against the Securityholder that would adversely affect in any manner the ability of the Securityholder to enter into this letter agreement and to perform its obligations hereunder or the title of Securityholder to any of the Securityholder's ARC Securities; and

(g) no authorization, consent or approval from, or filing, registration, declaration or qualification with, or before, or giving notice to, any person is required to be obtained, given or made in connection with the execution and delivery by the Securityholder of this letter agreement, the performance of the terms hereof by the Securityholder or the consummation of the transactions contemplated hereby by the Securityholder, except for those which have been (or will be with respect to consummation of the Business Combination) duly and unconditionally obtained and are (or will be with respect to consummation of the Business Combination) in full force and effect.

4. Expenses

7G and the Securityholder agree to pay their respective expenses incurred in connection with this letter agreement.

5. Termination

It is understood and agreed that the respective rights and obligations hereunder of 7G and the Securityholder shall cease and this letter agreement shall terminate on the earlier of: (a) the Effective Time; (b) the date on which this letter agreement is terminated by the mutual written agreement of the parties hereto; (c) the close of business on the date of the Meeting at which a vote of the ARC Shareholders in respect of the Share Issuance Resolution is taken and is not approved by the requisite majority of ARC Shareholders; (d) the date of the meeting at which a vote of the 7G Shareholders in respect of the 7G Transaction Resolution is taken and is not approved by the requisite majorities of 7G Shareholders; or (e) the date on which the Business Combination Agreement is terminated in accordance with its terms.

In the event of termination of this letter agreement, this letter agreement shall forthwith be of no further force and effect, except for Sections 4, 7, 8, 11, 12 and 14 and this Section 5, which provisions shall survive the termination of this letter agreement and there shall be no liability on the part of either the Securityholder or 7G or any of its affiliates or associates, except to the extent that either such party is in default of its obligations herein contained.

6. Future Amendments

To the extent that the Business Combination Agreement is amended, modified, restated, replaced or superseded from time to time, all references herein to the Business Combination Agreement shall be to the Business Combination Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time, and all references to particular sections of the Business Combination Agreement shall be deemed to be references to the analogous provision in the Business Combination Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time.

7. Assignment

Except as expressly set forth herein, no party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party except that either party may assign its rights and obligations under this letter agreement to any of its affiliates, provided such affiliate executes and delivers a counterpart to this letter agreement pursuant to which, in the case of 7G, it agrees to be bound by the terms of this letter agreement as if it were the acquired entity pursuant to the Business Combination, but no such assignment shall relieve such party of its obligations hereunder.

8. Disclosure

Prior to the first public disclosure of the existence and terms and conditions of this letter agreement by ARC or 7G, the Securityholder shall not disclose the existence of this letter agreement or any details hereof or the possibility of the Business Combination being effected or any terms or conditions or other information concerning the Business Combination to any person other than: (i) the Securityholder's advisors (provided that the Securityholder's advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of the Securityholder's advisors); and (ii) ARC and its directors, officers and advisors, without the prior written consent of 7G. Notwithstanding anything else to the contrary, the Securityholder is permitted to make

disclosure of the existence and terms and conditions of this letter agreement to the extent required by applicable law, stock exchange rules or policies of regulatory authorities having jurisdiction upon reasonable notice to 7G, to the extent permitted under such law, stock exchange rule or policy. Any disclosure by the Securityholder after the first public disclosure of the existence and terms and conditions of this letter agreement by 7G or ARC shall be permitted only to the extent that any such information disclosed by the Securityholder has already been publicly disclosed by one of these parties other than the Securityholder. Notwithstanding anything contained herein or elsewhere, the existence and terms and conditions of this letter agreement may be disclosed by ARC and 7G in any press release issued in connection with the execution of the Business Combination Agreement or to the extent required by applicable law, provided that Securityholder shall be given a reasonable opportunity to review and comment on any press release to be issued by 7G that names the Securityholder.

9. Notices

All notices to be given to a party hereunder shall be in writing and delivered personally, by overnight courier or email transmission, addressed, in the case of the Securityholder, to the address set forth in the signature page of the Securityholder set forth in this letter agreement, and in the case of 7G at the following address:

Seven Generations Energy Ltd.
4400, 525 – 8th Avenue SW
Calgary, Alberta T2P 1G1

Attention: Kyle Brunner
Email: **[*email redacted*]**

with a copy to:

Stikeman Elliott
4300 Bankers Hall West,
888 – 3rd Street SW
Calgary, Alberta, T2P 5C5

Attention: Leland Corbett
Email: lcorbett@stikeman.com

10. Further Assurances

The Securityholder shall from time to time and at all times hereafter at the request of 7G but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this letter agreement.

11. Enurement

This letter agreement will be binding upon and enure to the benefit of 7G, the Securityholder and their respective executors, administrators, successors and permitted assigns.

12. Applicable Law

This letter agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

13. Severability

If any provision of this letter agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall be deemed not to affect or impair the validity of any other provision hereof and each such provision is deemed to be separate and distinct.

14. Enforcement

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this letter agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions without the need for posting of security to prevent breaches of this letter agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Alberta having jurisdiction, this being in addition to any other remedy to which such party is entitled at law or in equity.

15. No Limit on Fiduciary Duty

7G hereby acknowledges and agrees that the Securityholder is bound hereunder solely in his or her capacity as an ARC Securityholder. Nothing contained in this letter agreement will restrict, limit or prohibit the Securityholder or the Securityholder's representatives, as applicable, in his or her capacity as a director or officer (if applicable), from exercising his or her fiduciary duties to ARC under applicable law or require the Securityholder or the Securityholder's representatives, as applicable, in his or her capacity as a director or officer (if applicable) of ARC, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the ARC Board of Directors undertaken in the exercise of its fiduciary duties, in compliance with Section 7.1 of the Business Combination Agreement, provided that nothing in this Section 15 will be deemed to relieve the Securityholder from the Securityholder's obligations under any other provision of this letter agreement other than Sections 1 and 2 hereof to the extent that the actions taken by the Securityholder or the Securityholder’s representatives, as applicable, were taken solely in his or her capacity as a director or officer of ARC and in accordance the foregoing.

16. Entire Agreement

This letter agreement supersedes all prior agreements between the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This letter agreement may not be modified or waived, except expressly by an instrument in writing signed by all the parties hereto. No waiver of any provision hereof by any party hereto shall be deemed a waiver by any other party nor shall any such waiver be deemed a continuing waiver of any matter by such party.

17. Counterparts

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of facsimile, e-mail or other electronic transmission.

This letter agreement shall be effective and enforceable in accordance with its terms effective as of the date the Business Combination Agreement is executed by the parties thereto.

[Remainder of page intentionally left blank]

If you are in agreement with the foregoing, please indicate your acceptance thereof by signing and returning this letter to 7G.

Yours truly,

SEVEN GENERATIONS ENERGY LTD.

Per: _____
Name:
Title:

_____
Signature of Securityholder

_____
Name of Securityholder (please print)

_____
Address of Securityholder

_____

_____
Email of Securityholder

_____
Number of ARC Shares beneficially owned by Securityholder, or over which Securityholder exercises control

_____
Number of ARC Options held by Securityholder

_____
Number of ARC LTRSAs held by Securityholder

FORM OF 7G SUPPORT AGREEMENT

February 10, 2021

To the Undersigned Securityholder of Seven Generations Energy Ltd.

Dear Sir / Madame:

Re: Agreement respecting the Business Combination of ARC Resources Ltd. and Seven Generations Energy Ltd.

Reference is made to the business combination agreement dated on or about February 10, 2021 (the "**Business Combination Agreement**") between ARC Resources Ltd. ("**ARC**") and Seven Generations Energy Ltd. ("**7G**") pursuant to which, among other things, ARC has agreed to directly or indirectly purchase all of the issued and outstanding class A common shares in the capital of 7G (the "**7G Shares**") (including all of the 7G Shares issued upon the exercise, settlement or redemption as applicable, of the outstanding options ("**7G Options**") granted pursuant to the stock option plans of 7G (the "**7G Option Plans**"), performance warrants granted pursuant to performance warrant certificates issued by 7G ("**7G Performance Warrants**"), performance share units ("**7G PSUs**") and restricted share units ("**7G RSUs**") granted pursuant to the performance and restricted share unit plans of 7G (the "**7G PRSU Plans**") and deferred share units granted pursuant to the 2014 deferred share unit plan of 7G ("**7G DSUs**", and together with the 7G Options, 7G Performance Warrants, 7G PSUs and 7G RSUs, the "**7G Share Awards**")) for the consideration set out in the Business Combination Agreement (the "**Business Combination**").

The 7G Shares and 7G Share Awards are collectively referred to herein as the "**7G Securities**". Capitalized words and phrases used but not defined herein shall have the meaning ascribed to them in the Business Combination Agreement.

We understand that you (the "**Securityholder**") beneficially own or exercise control or direction over, directly or indirectly, the number of 7G Securities set forth on the execution page of this letter agreement (the "**Securityholder's 7G Securities**"). Any references in this letter agreement to the Securityholder's 7G Securities shall be deemed to include: (i) the 7G Securities owned by the Securityholder as at the date hereof; (ii) where the context requires, all 7G Shares issued to the Securityholder after the date hereof, including pursuant to the exercise, settlement or redemption, as applicable, of the outstanding 7G Share Awards held by the Securityholder before the record date of the Meeting (as defined below); and (iii) any and all other 7G Securities hereafter acquired or controlled by the Securityholder in his, her or its personal capacity either directly or indirectly before the record date of the Meeting.

This letter agreement sets forth the agreement between ARC and the Securityholder that the Securityholder agrees to vote the Securityholder's 7G Securities, to the extent that such securities have or are granted voting rights, in favour of the Business Combination (and in favour of any actions or resolutions required in furtherance of completing the Business Combination) at any meeting of the 7G Securityholders, however called, for the purpose of approving the Business Combination and any adjournment or postponement thereof (the "**Meeting**") and to otherwise support the Business Combination, subject to the terms and conditions of this letter agreement.

The Securityholder acknowledges and agrees that the completion of the Business Combination is subject to various conditions as set forth in the Business Combination Agreement, which conditions are for the exclusive benefit of 7G and/or ARC, which 7G and/or ARC has the right, in its sole discretion, to waive in whole or in part, or to rely on in connection with termination of the Business Combination Agreement and this letter agreement and their respective obligations to complete the Business Combination. Further, the

Securityholder acknowledges and agrees that the Business Combination Agreement may be amended or amended and restated and any such amendment or amendment and restatement shall not in any way affect the obligations of the Securityholder hereunder except as provided in Section 5 hereof. By executing this letter agreement, the Securityholder understands and acknowledges that ARC is entering into the Business Combination Agreement in reliance on the Securityholder's execution and delivery of this letter agreement and the terms contained herein, and in consideration for ARC entering into the Business Combination Agreement with 7G, each of ARC and the Securityholder hereby agrees to be bound by the terms set forth herein.

1. Covenants of the Securityholder

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, from the date hereof until the termination of this letter agreement in accordance with Section 5 hereof, the Securityholder hereby covenants and agrees, as follows:

(a) to vote (or cause to be voted), and provide evidence thereof, including if voting by proxy, to ARC within five (5) days prior to the Meeting all of the Securityholder's 7G Securities, to the extent that such securities have or are granted voting rights, in favour of all resolutions required in furtherance of completing the Business Combination, as contemplated by the Business Combination Agreement, and any actions required in furtherance of the actions contemplated thereby at the Meeting and not withdraw any proxies or change the vote thereof;

(b) to vote (or to cause to be voted) all of the Securityholder's 7G Securities, to the extent that such securities have or are granted voting rights, at any meeting of securityholders of 7G against any resolution or transaction which would in any manner, frustrate, prevent, delay or nullify the Business Combination or any of the other transactions contemplated by the Business Combination Agreement;

(c) except to the extent permitted hereunder, not take any action of any kind which would cause any of its representations or warranties in this letter agreement to become untrue or which would materially adversely affect the success of the Business Combination, the completion of the Business Combination or the purchase of any 7G Shares (including the 7G Shares issuable upon the exercise, settlement or redemption, as applicable, of any 7G Share Awards or other 7G securities held by the Securityholder) under the Business Combination;

(d) promptly notify ARC upon any of the Securityholder's representations or warranties in this letter agreement becoming untrue or incorrect in any material respect during the period commencing on the date hereof and expiring at the earlier of the Effective Time and the termination of this letter agreement in accordance with Section 5 hereof, and for the purpose of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof);

(e) not to grant or agree to grant any proxy or other right to vote any of the Securityholder's 7G Securities, to the extent that such securities have or are granted voting rights (other than as permitted under subsections 1(a) and 1(b) hereof or in respect of any regularly held annual meeting of 7G with respect to matters that do not affect the Business Combination), or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders or give consents or approval of any kind as to any of

the Securityholder's 7G Securities, to the extent that such securities have or are granted voting rights (other than in connection with the performance by the Securityholder of its obligations hereunder);

(f) other than in strict accordance with the terms of the 7G PRSU Plans and/or 7G Option Plans, as applicable, not to sell, transfer, assign, convey or otherwise dispose of, or enter into any agreement or understanding relating to the sale, transfer, assignment, conveyance or other disposition of, any of the Securityholder's 7G Securities to any person other than to: (i) ARC or any subsidiary of ARC (as such term is defined in the *Securities Act* (Alberta)); or (ii) an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of such Securityholder provided that such affiliate or associate first agrees with ARC to be bound by the terms hereof and that such transfer of the Securityholder's 7G Securities is permitted in accordance with the terms thereof;

(g) notwithstanding Section 1(f) hereof, the Securityholder may sell, assign, convey or otherwise transfer or dispose of any or all of the Securityholder's 7G Securities to a Related Person provided that such Related Person enters into an agreement with ARC on the same terms as this letter agreement, or otherwise agrees with ARC to be bound by the provisions hereof or as otherwise consented to by ARC, which consent may be arbitrarily withheld and that the transfer of the Securityholder's 7G Securities is permitted in accordance with the terms thereof. For the purposes hereof, "**Related Person**" means: (i) a spouse, parent, grandparent, brother, sister or child of the Securityholder; or (ii) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the persons referred to in clause (i);

(h) not to exercise any Dissent Rights or appraisal rights in respect of any resolution approving the Business Combination and not to exercise any other Securityholder rights or remedies available at common law or pursuant to the CBCA or Applicable Canadian Securities Laws to delay, hinder, upset or challenge the Business Combination; and

(i) to execute and deliver, or cause to be executed and delivered, such additional or further consents, documents or other instruments as ARC may reasonably request for the purpose of effectively carrying out the matters contemplated by this letter agreement.

2. Non-Solicitation

The Securityholder agrees that, subject to Section 15 hereof, it will not directly or indirectly:

(a) solicit, assist, initiate or knowingly facilitate or encourage or take any action to solicit or knowingly facilitate, initiate, entertain or encourage any Acquisition Proposal, or engage in any communication regarding the making of any proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, including, without limitation, by way of furnishing information or access to properties, facilities or books and records of 7G; or

(b) enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or furnish to any other person any information with respect to the business, properties, operations, or conditions (financial or otherwise) of 7G in connection with, or performance of an Acquisition Proposal or otherwise cooperate in any way with, or assist or knowingly participate in, facilitate or encourage, any effort or attempt of any other person to do or seek to do any of the foregoing.

3. Representations and Warranties

The Securityholder represents and warrants to ARC that:

(a) the Securityholder is duly authorized and has the authority to execute and deliver this letter agreement and to carry out the transactions contemplated hereby and this letter agreement is a valid and binding agreement enforceable against the Securityholder in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered;

(b) neither the execution of this letter agreement by the Securityholder nor the completion by the Securityholder of the transactions contemplated hereby will constitute a violation of or default under, or conflict with, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which the Securityholder will be a party or by which it will be bound at the time of completion of such transactions;

(c) (i) the Securityholder is the beneficial owner of or exercises control and direction, directly or indirectly, over the number of 7G Shares and 7G Share Awards, set forth on the execution page of this letter agreement; and (ii) as at the date hereof, the foregoing 7G Shares and 7G Share Awards as set forth on the execution page hereof are the only securities in the capital of 7G (or securities convertible, exchanged or exercisable into 7G Securities) beneficially owned by the Securityholder or over which he, she or it, directly or indirectly, exercises control or direction;

(d) the Securityholder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the 7G Securities listed on the signature page hereto, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;

(e) other than pursuant to this letter agreement, the 7G Shares (including the 7G Shares issuable upon the exercise, settlement or redemption, as applicable, of the 7G Share Awards) owned or controlled by the Securityholder are not subject to any securityholder agreements, voting trust or similar agreements or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a securityholders' agreement, voting trust or other agreement affecting such 7G Shares or any interest therein or right thereto, including, without limitation, the voting of any such securities;

(f) other than pursuant to this letter agreement, the Securityholder has not previously granted or agreed to grant any proxy or any other right to vote any of the Securityholder's 7G Securities in respect of any meeting of securityholders of 7G that is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his, her or its right to vote, call meetings of securityholders of 7G or give consents or approvals of any kind as to the Securityholder's 7G Securities;

(g) there are no legal proceedings currently in progress or pending before any Governmental Authority or, to the Securityholder's knowledge, threatened against the Securityholder or any of such Securityholder's affiliates that would materially adversely affect in any manner

the ability of the Securityholder to enter into this letter agreement and to perform its obligations hereunder or the title of Securityholder to any of the Securityholder's 7G Securities, and there is no current and enforceable judgment, decree or order against the Securityholder that would adversely affect in any manner the ability of the Securityholder to enter into this letter agreement and to perform its obligations hereunder or the title of Securityholder to any of the Securityholder's 7G Securities; and

(h) no authorization, consent or approval from, or filing, registration, declaration or qualification with, or before, or giving notice to, any person is required to be obtained, given or made in connection with the execution and delivery by the Securityholder of this letter agreement, the performance of the terms hereof by the Securityholder or the consummation of the transactions contemplated hereby by the Securityholder, except for those which have been (or will be with respect to consummation of the Business Combination) duly and unconditionally obtained and are (or will be with respect to consummation of the Business Combination) in full force and effect.

4. Expenses

ARC and the Securityholder agree to pay their respective expenses incurred in connection with this letter agreement.

5. Termination

It is understood and agreed that the respective rights and obligations hereunder of ARC and the Securityholder shall cease and this letter agreement shall terminate on the earlier of: (a) the Effective Time; (b) the date on which this letter agreement is terminated by the mutual written agreement of the parties hereto; (c) the close of business on the date of the Meeting at which a vote of the 7G Shareholders in respect of the 7G Transaction Resolution is taken and is not approved by the requisite majorities of 7G Shareholders; (d) the date of the meeting at which a vote of the ARC Shareholders in respect of the Share Issuance Resolution is taken and is not approved by the requisite majorities of ARC Shareholders; or (e) the date on which the Business Combination Agreement is terminated in accordance with its terms. In addition, this letter agreement may be terminated by the Securityholder by notice in writing to ARC if the Business Combination Agreement is amended to reduce or change the form of consideration payable to the Securityholder for its 7G Shares pursuant to the Business Combination.

In the event of termination of this letter agreement, this letter agreement shall forthwith be of no further force and effect, except for Sections 4, 7, 8, 11, 12 and 14 and this Section 5, which provisions shall survive the termination of this letter agreement and there shall be no liability on the part of either the Securityholder or 7G or any of its affiliates or associates, except to the extent that either such party is in default of its obligations herein contained.

6. Future Amendments

To the extent that the Business Combination Agreement is amended, modified, restated, replaced or superseded from time to time, all references herein to the Business Combination Agreement shall be to the Business Combination Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time, and all references to particular sections of the Business Combination Agreement shall be deemed to be references to the analogous provision in the Business Combination Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time.

7. Assignment

Except as expressly set forth herein, no party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party except that either party may assign its rights and obligations under this letter agreement to any of its affiliates, provided such affiliate executes and delivers a counterpart to this letter agreement pursuant to which, in the case of ARC, it agrees to be bound by the terms of this letter agreement as if it were the purchaser pursuant to the Business Combination, but no such assignment shall relieve such party of its obligations hereunder.

8. Disclosure

Prior to the first public disclosure of the existence and terms and conditions of this letter agreement by 7G or ARC, the Securityholder shall not disclose the existence of this letter agreement or any details hereof or the possibility of the Business Combination being effected or any terms or conditions or other information concerning the Business Combination and any possible acquisition of the Securityholder's 7G Shares to any person other than: (i) the Securityholder's advisors (provided that the Securityholder's advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of the Securityholder's advisors); and (ii) 7G and its directors, officers and advisors, without the prior written consent of ARC. Notwithstanding anything else to the contrary, the Securityholder is permitted to make disclosure of the existence and terms and conditions of this letter agreement to the extent required by applicable law, stock exchange rules or policies of regulatory authorities having jurisdiction upon reasonable notice to ARC, to the extent permitted under such law, stock exchange rule or policy. Any disclosure by the Securityholder after the first public disclosure of the existence and terms and conditions of this letter agreement by ARC or 7G shall be permitted only to the extent that any such information disclosed by the Securityholder has already been publicly disclosed by one of these parties other than the Securityholder. Notwithstanding anything contained herein or elsewhere, the existence and terms and conditions of this letter agreement may be disclosed by 7G and ARC in any press release issued in connection with the execution of the Business Combination Agreement or to the extent required by applicable law, provided that Securityholder shall be given a reasonable opportunity to review and comment on any press release to be issued by ARC that names the Securityholder.

9. Notices

All notices to be given to a party hereunder shall be in writing and delivered personally, by overnight courier or email transmission, addressed, in the case of the Securityholder, to the address set forth in the signature page of the Securityholder set forth in this letter agreement, and in the case of ARC at the following address:

ARC Resources Ltd.
1200, 308 – 4th Avenue SW
Calgary, Alberta T2P 0H7

Attention: Kris Bibby
Email: **[*email redacted*]**

with a copy to:

Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue SW
Calgary, Alberta T2P 1G1

Attention: Kelsey Clark
Email: kcc@bdplaw.com

10. Further Assurances

The Securityholder shall from time to time and at all times hereafter at the request of ARC but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this letter agreement.

11. Enurement

This letter agreement will be binding upon and enure to the benefit of ARC, the Securityholder and their respective executors, administrators, successors and permitted assigns.

12. Applicable Law

This letter agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

13. Severability

If any provision of this letter agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall be deemed not to affect or impair the validity of any other provision hereof and each such provision is deemed to be separate and distinct.

14. Enforcement

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this letter agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions without the need for posting of security to prevent breaches of this letter agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Alberta having jurisdiction, this being in addition to any other remedy to which such party is entitled at law or in equity.

15. No Limit on Fiduciary Duty

ARC hereby acknowledges and agrees that the Securityholder is bound hereunder solely in his or her capacity as a 7G Securityholder. Nothing contained in this letter agreement will restrict, limit or prohibit the Securityholder or the Securityholder's representatives, as applicable, in his or her capacity as a director or officer (if applicable), from exercising his or her fiduciary duties to 7G under applicable law or require the Securityholder or the Securityholder's representatives, as applicable, in his or her capacity as a director or officer (if applicable) of 7G, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the 7G Board of Directors undertaken in the exercise of its fiduciary duties, in compliance with Section 7.1 of the Business Combination Agreement, provided that nothing in this Section 15 will be deemed to relieve the Securityholder from the Securityholder's obligations under any other provision of this letter agreement other than Sections 1 and 2 hereof to the extent that the actions taken by the Securityholder or the Securityholder’s representatives, as applicable, were taken solely in his or her capacity as a director or officer of 7G and in accordance the foregoing.

16. Entire Agreement

This letter agreement supersedes all prior agreements between the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This letter agreement may not be modified or waived, except expressly by an instrument in writing signed by all the parties hereto. No waiver of any provision hereof by any party hereto shall be deemed a waiver by any other party nor shall any such waiver be deemed a continuing waiver of any matter by such party.

17. Counterparts

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of facsimile, e-mail or other electronic transmission.

This letter agreement shall be effective and enforceable in accordance with its terms effective as of the date the Business Combination Agreement is executed by the parties thereto.

[Remainder of page intentionally left blank]

If you are in agreement with the foregoing, please indicate your acceptance thereof by signing and returning this letter to ARC.

Yours truly,

ARC RESOURCES LTD.

Per: _____
Name:
Title:

_____
Signature of Securityholder

_____
Name of Securityholder (please print)

_____
Address of Securityholder

_____

_____
Email of Securityholder

_____
Number of 7G Shares beneficially owned by Securityholder, or over which Securityholder exercises control

_____
Number of 7G Options held by Securityholder

_____
Number of 7G Performance Warrants held by Securityholder

_____
Number of 7G PSUs held by Securityholder

_____
Number of 7G RSUs held by Securityholder

_____
Number of 7G DSUs held by Securityholder