

**EIGHTH AMENDING AGREEMENT
TO THE PETRUS RESOURCES CORP.
SECOND AMENDED AND RESTATED CREDIT AGREEMENT
DATED MARCH 22, 2016**

THIS EIGHTH AMENDING AGREEMENT is made effective as of November 12, 2019 (the “**Eighth Amendment Date**”),

BETWEEN:

**PETRUS RESOURCES CORP.
as Borrower**

- and -

**THE TORONTO-DOMINION BANK,
CANADIAN IMPERIAL BANK OF COMMERCE,
ROYAL BANK OF CANADA, and
NATIONAL BANK OF CANADA,**

- and -

**THE TORONTO-DOMINION BANK
as Agent**

PREAMBLE:

- A. Pursuant to the second amended and restated credit agreement dated March 22, 2016, as amended by a first amending agreement dated July 8, 2016, a consent and second amending agreement dated January 24, 2017, a consent and third amending agreement (the “**Third Amending Agreement**”) dated June 1, 2017, a fourth amending agreement dated November 10, 2017, a fifth amending agreement dated May 17, 2018 (the “**Fifth Amending Agreement**”), a sixth amending agreement dated November 8, 2018 and a seventh amending agreement dated May 31, 2019 (such agreement from time to time, as amended, supplemented, restated, or replaced from time to time shall herein be referred to as the “**Credit Agreement**”) made between Petrus Resources Corp. as borrower (the “**Borrower**”), the banks and other financial institutions which from time to time are lenders thereunder, as lenders (collectively, the “**Lenders**”) and The Toronto-Dominion Bank, as administrative agent (the “**Agent**”), the Lenders made the Credit Facilities available to the Borrower.
- B. The Parties wish to amend the foregoing consents and certain other terms of the Credit Agreement on the terms and conditions herein provided.

AGREEMENT:

NOW THEREFORE in consideration of the premises, the covenants and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged between the parties hereto (the “**Parties**”), the Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Eighth Amending Agreement will, unless otherwise defined herein, have the meanings attributed to such terms in the Credit Agreement.
2. **Borrowing Base.** The Parties agree and confirm that the Borrowing Base as of the Eighth Amendment Date remains \$100,000,000.
3. **CAB Disposition.** The Lenders hereby consent to the CAB Disposition and agree that the CAB Disposition shall not constitute a disposition or sale under paragraph (d) of the definition of “Permitted Dispositions” in the Credit Agreement, provided that:
 - (a) the CAB Disposition Proceeds are not less than \$18,000,000; and
 - (b) immediately upon receipt by the Borrower of any of the CAB Disposition Proceeds, and in any event within 1 Banking Day thereof, the Borrower shall repay a portion of the Aggregate Principal Amount to the Lenders in an amount equal to 100% of the CAB Disposition Proceeds.
4. **Amendments.** The Credit Agreement is hereby amended as follows:
 - (a) Section 3.3 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:
 - (b) **“3.3 Maximum Available Amount**

Notwithstanding anything else set forth in this Agreement, the Lenders shall not be required to make any requested Advance under the Syndicated Facility, if the Aggregate Principal Amount under the Syndicated Facility would be greater than (any such amount, the “**Maximum Available Amount**”), (i) on and after the Eighth Amendment Date but before each of December 31, 2019 and the CAB Disposition Date, is \$75,000,000, (ii) after the CAB Disposition Date but before December 31, 2019, is \$57,000,000, (iii) subject to the second paragraph of this Section 3.3, on and after December 31, 2019 and before the CAB Disposition Date, is \$73,000,000, and (iv) subject to the second paragraph of this Section 3.3, on and after both of December 31, 2019 and the CAB Disposition Date, \$55,000,000 unless otherwise agreed to by all of the Lenders.

Notwithstanding the foregoing, after January 1, 2020, the Maximum Available Amount permitted pursuant to Sections 3.3 without the unanimous consent of all of the Lenders shall automatically, and without any further action on the part of the Agent or Lenders, reduce by: (i) \$2,000,000 on the last Banking Day of each Fiscal

Quarter prior to the CAB Disposition Date and commencing on March 31, 2020 and (ii) \$1,000,000 on the last Banking Day of each Fiscal Quarter after the CAB Disposition Date and commencing on March 31, 2020”

- (c) Section 3.12(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Borrowing Base. The Borrowing Base (i) on and after the Eighth Amendment Date but before each of December 31, 2019 and the CAB Disposition Date, is \$100,000,000, (ii) after the CAB Disposition Date but before December 31, 2019, is \$82,000,000 (iii) subject to Section 3.12(g), on and after December 31, 2019 and before the CAB Disposition Date, is \$98,000,000, and (iv) subject to Section 3.12(g), on and after both of December 31, 2019 and the CAB Disposition Date, is \$80,000,000, provided that each Credit Facility is made available by the applicable Lenders in accordance with their respective Individual Commitment Amounts as set forth in Schedule (B) under the applicable heading.”

- (d) Section 3.12 of the Credit Agreement is hereby amended by adding thereto as a new Section 3.12(g), the following:

“(g) Automatic Reduction to Borrowing Base. After January 1, 2020, the Borrowing Base shall automatically and without any further action on the part of the Agent or Lenders, reduce by: (i) \$2,000,000 on the last Banking Day of each Fiscal Quarter prior to the CAB Disposition Date and commencing on March 31, 2020 and (ii) \$1,000,000 on the last Banking Day of each Fiscal Quarter after the CAB Disposition Date and commencing on March 31, 2020. Each such reduction to the Borrowing Base shall be applied as a *pro rata* reduction to each Lender’s Individual Commitment Amount.”

- (e) Section 13.2(d) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(d) the Total Debt of the Parent shall not exceed, (i) on and after the Eighth Amendment Date but before each of December 31, 2019 and the CAB Disposition Date, \$135,000,000, (ii) after the CAB Disposition Date and before December 31, 2019, \$117,000,000, (iii) subject to the second paragraph of this Section 13.2(d), on and after December 31, 2019 and before the CAB Disposition Date, \$133,000,000, (iv) subject to the second paragraph of this Section 13.2(d), on and after both of December 31, 2019 and the CAB Disposition Date, \$115,000,000.

Notwithstanding the foregoing, after January 1, 2020, the Total Debt of the Parent permitted pursuant to Sections 13.2(d)(iii) and 13.2(d)(iv) shall automatically, and without any further action on the part of the Agent or Lenders, reduce by: (A) \$2,000,000 on the last Banking Day of each Fiscal

Quarter prior to the CAB Disposition Date commencing on March 31, 2020 and (B) \$1,000,000 on the last Banking Day of each Fiscal Quarter after the CAB Disposition Date commencing on March 31, 2020.”

- (f) The definition of “Syndicated Facility Commitment Amount” in Schedule “A” to the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“**“Syndicated Facility Commitment Amount”** means (i) on and after the Eighth Amendment Date but before both of December 31, 2019 and the CAB Disposition Date, \$80,000,000, (ii) after CAB Disposition Date and before December 31, 2019, \$62,000,000, (iii) subject to the second paragraph of this definition, on and after December 31, 2019 and before the CAB Disposition Date, \$78,000,000 and (iii) subject to the second paragraph of this definition, on and after both of December 31, 2019 and the CAB Disposition Date, \$60,000,000.

Notwithstanding the foregoing, after January 1, 2020, the Syndicated Facility Commitment Amount shall automatically, and without any further action on the part of the Agent or Lenders, reduce by: (A) \$2,000,000 on the last Banking Day of each Fiscal Quarter prior to the CAB Disposition Date commencing on March 31, 2020 and (B) \$1,000,000 on the last Banking Day of each Fiscal Quarter after the CAB Disposition Date commencing on March 31, 2020. Each such reduction to the Syndicated Facility Commitment Amount shall be applied as *pro rata* reductions to each Lender’s Individual Syndicated Facility Commitment Amount.”;

- (g) Schedule “A” to the Credit Agreement is hereby amended by adding the following definitions thereto in the correct alphabetical order:

“**“Eighth Amendment Date”** means November 12, 2019.”

- (h) Schedule B of the Credit Agreement is deleted in its entirety and replaced with Exhibit “A” attached hereto.

5. **Representations and Warranties.** The Borrower hereby reaffirms to the Agent and Lenders that, as of the Eighth Amendment Date, its representations and warranties contained in Section 12.1 of the Credit Agreement, except to the extent such representations and warranties relate solely to an earlier date, are true and correct in all material respects and additionally represents and warrants as follows:

- (a) the execution and delivery of this Eighth Amending Agreement and the performance by it of its obligations under this Eighth Amending Agreement (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approvals (if any are required), and (iv) do not and will not contravene or conflict with any provision of applicable law or of its constating documents or by-laws;
- (b) this Eighth Amending Agreement is a legal, valid and binding obligation of it, enforceable in accordance with its terms except as such enforcement may be limited

by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar laws relating to the enforcement of creditors' rights generally and by general principles of equity; and

- (c) the aggregate outstanding principal amount under the Second Lien Financing Agreement as of the Eighth Amendment Date is \$35,000,000.
6. **Outstanding Advances.** The Lenders hereby acknowledge and agree that, notwithstanding the terms of the Credit Agreement and the changes to the Individual Commitment Amounts of the Lenders on the CAB Disposition Date and on the last Banking Day of each Fiscal Quarter to the contrary, each Lender's Rateable Portion under any Advances made by way of Bankers' Acceptances or LIBOR Based Loans under the Syndicated Facility which are outstanding immediately before such date will remain unchanged until the maturity date thereof. Any new Advances made by way of Bankers' Acceptances or LIBOR Based Loans after either such date or any Rollovers of such outstanding Bankers' Acceptances or LIBOR Based Loans after such date shall be issued in accordance with each Lender's Rateable Portion after giving effect to the changes to the Individual Commitment Amount of each Lender scheduled to occur on any such date as provided for in this Eighth Amending Agreement.
7. **Continuing Effect.** Each of the Parties hereto acknowledges and agrees that the Credit Agreement (as amended by this Eighth Amending Agreement), the Security and all other documents entered into in connection therewith, continue in full force and effect and are hereby confirmed and the rights and obligations of all Parties thereunder will not be effected or prejudiced in any manner except as specifically provided herein.
8. **Further Assurances.** The Borrower will from time to time forthwith at the Agent's request and at the Borrower's own cost and expense make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Agent and as are consistent with the intention of the Parties as evidenced herein, with respect to all matters arising under this Eighth Amending Agreement.
9. **Governing Law.** This Eighth Amending Agreement will be governed by and construed in accordance with the Laws in force in the Province of Alberta from time to time.
10. **Expenses.** The Borrower will pay or reimburse the Agent and Lenders, as applicable, for the reasonable out of pocket expenses, including reasonable legal fees and disbursements (on a solicitor and his own client full indemnity basis) and enforcement costs, incurred by the Agent and Lenders, as applicable, in connection with the negotiation, preparation, execution and maintenance of the Credit Agreement and of this Eighth Amending Agreement (whether or not consummated).
11. **Counterparts.** This Eighth Amending Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken

together constitutes one and the same instrument. Any party hereto may execute this Eighth Amending Agreement by signing any counterpart.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amending Agreement to be duly executed by their respective authorized officers effective as of the Eighth Amendment Date.

PETRUS RESOURCES CORP.

By: ("Signed")
Name:
Title:

**THE TORONTO-DOMINION BANK, as
Agent**

By: ("Signed")
Name:
Title:

By: _____
Name:
Title:

**THE TORONTO-DOMINION BANK, as
Lender**

By: ("Signed")
Name:
Title:

By: ("Signed")
Name:
Title:

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Lender**

By: ("Signed")
Name:
Title:

By: ("Signed")
Name:
Title:

ROYAL BANK OF CANADA, as Lender

By: ("Signed")

Name:

Title:

By: _____

Name:

**NATIONAL BANK OF CANADA, as
Lender**

By: ("Signed")
Name:
Title:

By: ("Signed")
Name:
Title:

EXHIBIT "A"
TO THE EIGHTH AMENDING AGREEMENT

SCHEDULE B
PETRUS RESOURCES CORP.
SECOND AMENDED AND RESTATED CREDIT AGREEMENT
DATED MARCH 22, 2016

COMMITMENTS OF LENDERS

CDN.\$

AS OF THE EIGHTH AMENDMENT DATE, BUT BEFORE DECEMBER 31, 2019 AND THE CAB DISPOSITION DATE:

Lender	Operating Facility	Syndicated Facility	Total
The Toronto-Dominion Bank	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Canadian Imperial Bank of Commerce	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Royal Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
National Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Total	\$20,000,000	\$80,000,000	\$100,000,000

BEFORE DECEMBER 31, 2019 AND AFTER THE CAB DISPOSITION DATE:

Lender	Operating Facility	Syndicated Facility	Total
The Toronto-Dominion Bank	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Canadian Imperial Bank of Commerce	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Royal Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
National Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Total	\$20,000,000	\$62,000,000	\$82,000,000

ON AND AFTER DECEMBER 31, 2019 AND BEFORE THE CAB DISPOSITION DATE*:

Lender	Operating Facility	Syndicated Facility	Total
The Toronto-Dominion Bank	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Canadian Imperial Bank of Commerce	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Royal Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
National Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Total	\$20,000,000	\$78,000,000	\$98,000,000

ON AND AFTER DECEMBER 31, 2019 AND AFTER THE CAB DISPOSITION DATE*:

Lender	Operating Facility	Syndicated Facility	Total
The Toronto-Dominion Bank	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Canadian Imperial Bank of Commerce	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Royal Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
National Bank of Canada	[\$[redacted]]	[\$[redacted]]	[\$[redacted]]
Total	\$20,000,000	\$60,000,000	\$80,000,000

**Notwithstanding the amounts set forth in this commitment schedule, after January 1, 2020, the Individual Syndicated Facility Commitment Amounts of each Lender shall automatically, and without any further action on the part of the Agent or Lenders, reduce by: (a) \$2,000,000 on the last Banking Day of each Fiscal Quarter prior to the CAB Disposition Date commencing March 31, 2020 and (b) \$1,000,000 on the last Banking Day of each Fiscal Quarter after the CAB Disposition Date commencing March 31, 2020.*