AMENDED AND RESTATED CREDIT AGREEMENT

Between

PULSE SEISMIC INC.
as Borrower

– and –

THE TORONTO-DOMINION BANK
as Lender and Agent

MADE AS OF
December 18, 2020

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AMENDED AND RESTATED CREDIT AGREEMENT

THIS AGREEMENT is made as of the 18th day of December, 2020.

AMONG:

PULSE SEISMIC INC., a corporation formed under the laws of Canada, as Borrower

– and –

THE TORONTO-DOMINION BANK, a Canadian chartered bank, as Lender and Agent

WHEREAS the Borrower, the Agent and the Existing Lenders are party to the Existing Credit Agreement.

AND WHEREAS the Borrower has requested, and the Agent and the Existing Lenders have agreed, to amend and restate the Existing Credit Agreement on the terms and conditions set forth in this Agreement.

AND WHEREAS ATB Financial is an Existing Lender under the Existing Credit Agreement immediately prior to the Effective Date of this Agreement and is not continuing as a lender under this Agreement.

AND WHEREAS since the Lender will be the sole lender under the Existing Credit Agreement and this Agreement, an agency is no longer required;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

Accounting Change has the meaning set out in Section 1.4.

Acquisition means (i) any purchase of seismic data or an undivided ownership interest therein, or (ii), with respect to any Person, any purchase or other acquisition, regardless of how accomplished or effected (including any purchase or other acquisition effected by way of amalgamation, merger, arrangement, business combination or other form of corporate reorganization, or by way of purchase, lease or other acquisition arrangements), of:

(a) any other Person (including any purchase or acquisition of issued and outstanding equity securities of, or a portion of an equity interest in, another Person, with the effect of that other Person becoming a Subsidiary of the purchaser or of any of its Affiliates) or of all or substantially all of the property or assets of any other Person; or

(b) any division, business, operation or undertaking of any other Person or of all or substantially all of the property or assets of any division, business, operation or undertaking of any other Person.

Adjusted EBITDA means, for any fiscal period and as determined in accordance with IFRS in respect of the Borrower on a consolidated basis, all net income for such period as shown in the Financial Statements, plus (to the extent deducted in computing such net income or net loss):

(a) Interest Expense;

(b) all amounts deducted in the calculation of such net income in respect of the provision for taxes;

(c) all amounts deducted in the calculation of such net income in respect of non-cash items, including depreciation and amortization;

(d) all extraordinary losses;

(e) all non-cash losses and expenses, including, foreign exchange translation losses, stock based compensation expenses, losses or write-downs; and

(f) any other unusual or non-recurring cash charges, expenses or losses designated by the Borrower with the prior written consent of the Lender (in its sole discretion);

<u>less</u> (to the extent added in computing such net income or net loss):

(g) all participation survey revenue;

(h) all extraordinary gains; and

(i) all non-cash gains and income, including, foreign exchange translation gains or write-ups;

provided that:

(i) in respect of any Borrower Group Member or assets which is (or are) acquired by a Borrower Group Obligor during such fiscal period, Adjusted EBITDA shall be determined as if such Borrower Group Member had been a Subsidiary of such Borrower Group Obligor (or such assets had been owned by such Borrower Group Obligor) since the commencement of such fiscal period; and

(ii) in respect of any Borrower Group Member (or any assets) which is (or are) disposed of by a Borrower Group Obligor during such fiscal period, Adjusted EBITDA shall be determined as if such Borrower Group Member had not been a Subsidiary of such Borrower Group Obligor (or such assets were not owned by such Borrower Group Obligor) at any time during such fiscal period.

Advance means the extension of credit hereunder by the Lender under the Credit Facility to the Borrower by way of the making of a Prime Loan, a USBR Loan, a LIBO Rate Loan, the acceptance of Bankers' Acceptances or the issuance or increase of a Letter of Credit by the Lender and shall include each Drawdown, Rollover or Conversion thereof.

Affiliate means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

After-Acquired Property has the meaning set out in Section 9.6.

Agent means TD Bank in its capacity as administrative agent for the Existing Lenders under the Existing Credit Agreement.

Agreement means this amended and restated credit agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

Anniversary Date has the meaning set out in Section 2.2(a).

Anti-Corruption Laws means all laws concerning or relating to bribery or public corruption, including the *Corruption of Foreign Public Officials Act* (Canada), the UK *Bribery Act* and the *Foreign Corrupt Practices Act of 1977,* 15 U.S.C. § 78dd-1, et seq. and any similar laws currently in force or hereafter enacted (and including any regulations, rules, guidelines or orders thereunder) and, in any case, which are applicable to the Borrower, any Subsidiary, the Lender or Affiliate thereof.

Anti-Money Laundering/Anti-Terrorist Financing Laws means all laws concerning or relating to money laundering or terrorist financing, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *United Nations Act* (Canada), the *Criminal Code* (Canada), the *Bank Secrecy Act*, 31 U.S.C. sections 5301 et seq., the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001*, Pub. L. 107-56 (a/k/a the USA Patriot Act), *Laundering of Monetary Instruments Act*, 18 U.S.C. section 1956, *Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity*, 18 U.S.C. section 1957, the *Financial Recordkeeping and Reporting of Currency and Foreign Transactions Regulations*, 31 C.F.R. Chapter X (Parts 1000 et. seq.) and any similar laws currently in force or hereafter enacted (and including any regulations, rules, guidelines or orders thereunder) and, in any case, which are applicable to the Borrower, any Subsidiary, the Lender or Affiliate thereof.

Applicable Law means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgement, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in

which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

Applicable Pricing Margin means, as regards any Loan or the standby fees payable under Section 4.6, the applicable rate *per annum* set forth opposite the applicable Total Debt to Adjusted EBITDA Ratio (calculated as at the last day of the most recently completed Fiscal Quarter):

Level	Total Debt to Adjusted EBITDA Ratio	Prime Loans/ USBR Loans	LIBO Rate Loans/Bankers' Acceptances/ Letters of Credit	Standby fees
1	≤ 1.00	**[Redacted]**	**[Redacted]**	**[Redacted]**
2	> 1.00 to ≤ 1.50	**[Redacted]**	**[Redacted]**	**[Redacted]**
3	> 1.50 to ≤ 2.00	**[Redacted]**	**[Redacted]**	**[Redacted]**
4	> 2.00 to ≤ 2.50	**[Redacted]**	**[Redacted]**	**[Redacted]**
5	> 2.50 to ≤ 3.00	**[Redacted]**	**[Redacted]**	**[Redacted]**
6	> 3.00 to ≤ 3.50	**[Redacted]**	**[Redacted]**	**[Redacted]**
7	> 3.50 to ≤ 4.00	**[Redacted]**	**[Redacted]**	**[Redacted]**
8	> 4.00 to ≤ 4.50	**[Redacted]**	**[Redacted]**	**[Redacted]**
9	> 4.50 to ≤ 5.00	**[Redacted]**	**[Redacted]**	**[Redacted]**
10	> 5.00	**[Redacted]**	**[Redacted]**	**[Redacted]**

[fee information redacted – commercially sensitive information]

provided that (a) any change in the Applicable Pricing Margin due to a change in the Total Debt to Adjusted EBITDA Ratio shall become effective on the third Banking Day after the Borrower delivers the Financial Statements (and accompanying Compliance Certificate) which reflect such Total Debt to Adjusted EBITDA Ratio; save and except that (i) if the Borrower fails to deliver the applicable Financial Statements and Compliance Certificate within the time permitted by Section 8.1(e), then the Applicable Pricing Margin shall be based on Level 8 for the period from the latest date permitted hereunder for delivery of such Financial Statements and Compliance Certificate until the delivery thereof; and (ii) with respect to any outstanding Bankers' Acceptances with a term to maturity of 30 days or more, any such change in the Applicable Pricing Margin shall only take effect on the earlier of: (x) the maturity date of such Bankers' Acceptance or (y) 90 days from the effective date of a change in an Applicable Pricing Margin; and (b) the initial Applicable Pricing Margin shall be based on the *pro forma* Compliance Certificate delivered pursuant to Section 3.1(b)(ii).

Approved Fund means any Fund that is administered or managed by (a) the Lender, (b) an Affiliate of the Lender or (c) an entity or an Affiliate of an entity that administers or manages the Lender.

BA Discount Proceeds means, in respect of any Bankers' Acceptance, the amount obtained by multiplying (a) the aggregate face amount of such Bankers' Acceptance by (b) the amount (rounded up or down to the fifth decimal place with .000005 being rounded up) determined by dividing one by the sum of one plus the product of (i) the BA Discount Rate, and (ii) a fraction, the numerator of which is the number of days in the Interest Period of such Bankers' Acceptance and the denominator of which is 365.

BA Discount Rate means. with respect to an issue of Bankers' Acceptances with the same maturity date to be accepted by the Lender hereunder, the CDOR Rate at or about 10:15 a.m. on the date of issuance

and acceptance of such Bankers' Acceptance for bankers' acceptances having a comparable face value and an identical maturity date to the face value and maturity date of such issue of Bankers' Acceptances;

Bankers' Acceptance means a non-interest bearing draft drawn by the Borrower in Cdn. Dollars, accepted by the Lender and issued for value pursuant to this Agreement and includes a depository bill under the DBNA and a bill of exchange under the *Bills of Exchange Act* (Canada).

Banking Day means a day, other than a Saturday, Sunday or statutory holiday, on which banks are open for business in Calgary (Alberta), Toronto (Ontario) and, for transactions involving U.S. Dollars, New York (New York); provided that in respect of the determination of the LIBO Rate, such day must also be a day on which the Lender's principal office in London, England is open for business.

Basel III means the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking system", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision on 16 December 2010, each as amended, supplemented or restated.

Borrower means Pulse Seismic Inc., a corporation subsisting under the laws of Canada.

Borrower Group means, collectively, the Borrower and all of its Subsidiaries.

Borrower Group Member means the Borrower and each Subsidiary of the Borrower.

Borrower Group Obligors means the Borrower and the Material Subsidiaries.

Borrower's Account means **[Redacted: Account information]**.

Borrower's Counsel means McCarthy Tétrault LLP or any other barrister or solicitor or firm of barristers and solicitors or other lawyers in an appropriate jurisdiction retained by the Borrower or employed by the Borrower and acceptable to the Lender, acting reasonably.

Canadian Dollars, **Cdn. Dollars** and **Cdn. $** mean lawful money of Canada for the payment of public and private debts.

Capital Expenditures means expenditures made directly or indirectly which are considered to be in respect of the acquisition of capital assets or Capital Leases in accordance with IFRS, including the acquisition or improvement of land, plant, machinery or equipment, whether fixed or removable but excluding (i) normal replacements and maintenance which are properly charged to current operations as operating expenses in accordance with IFRS, (ii) any expenditure on a participation survey and (iii) any expenditure which constitutes an Investment or Acquisition.

Capital Lease means, in respect of any Person, any agreement for the lease or rental of or right to use property that, in accordance with IFRS, is required to be accounted for as a capital lease or financing lease on a balance sheet of such Person, provided that any such leases, rentals or rights that would have been characterized as operating leases under IFRS as in effect on December 31, 2018 shall be deemed to be operating leases and shall be excluded from this definition.

Capital Lease Obligations means, in respect of any Person, any payment obligation of such Person under an agreement for the lease or rental of or right to use property that, in accordance with IFRS, is required to be capitalized on a balance sheet of such Person, provided that any leases, rentals or rights that would have been characterized as operating leases under IFRS as in effect on December 31, 2018 shall be deemed to be operating leases and shall be excluded from this definition.

Cash Equivalents means:

(a) any readily-marketable securities or other investment property (i) issued by or directly, unconditionally and fully guaranteed or insured by the Canadian or United States federal governments or (ii) issued by any agency or instrumentality of the Canadian or United States federal governments the obligations of which are fully backed by the full faith and credit of the Canadian or United States federal governments, as the case may be;

(b) any readily-marketable direct obligations issued by any other agency or instrumentality of the Canadian or United States federal government, any state of the United States or any political subdivision of any such state or any public instrumentality thereof, or any province or territory of Canada or any public instrumentality thereof, in each case, at the time of acquisition, having an investment grade rating from S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(c) any commercial paper, at the time of acquisition, rated at least "A-2" by S&P or "P-2" by Moody's and issued by any Person organized under the laws of any state of the United States or of Canada or any province or territory thereof (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(d) any US Dollar-denominated or Canadian Dollar-denominated time deposit, insured certificate of deposit, overnight bank deposit, or bankers' acceptance issued or accepted by (i) the Lender or (ii) any commercial bank that is (A) organized under the laws of the United States, any state thereof, the District of Columbia, Canada or any province or territory thereof and (B) has Tier 1 capital (as defined in such regulations) in excess of US$500,000,000 or the Equivalent Amount in Cdn. Dollars;

(e) repurchase agreements with a term of not more than 90 days for underlying securities of the type described in clauses (a), (b) and (d) above entered into with any bank meeting the qualifications specified in clause (d) above or securities dealers of recognized national standing;

(f) marketable short-term money market and similar funds (i) either having assets in excess of US$500,000,000 or the Equivalent Amount in Cdn. Dollars; or (ii) having a rating of at least A-2 or P-2 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service); and

(g) shares of any United States or Canadian money market fund that (i) has substantially all of its assets invested continuously in the types of investments referred to in clauses (a) through (f) above with maturities as set forth in the proviso below and (ii) has net assets in excess of US$500,000,000 or the Equivalent Amount in Cdn. Dollars;

provided that, unless otherwise specified above, that the maturities of all obligations specified in any of clauses (a) through (f) above shall not exceed 12 months.

Cash Management Arrangements means all cash management and treasury services provided by the Cash Management Provider to a Borrower Group Obligor, including but not limited to zero balance accounts, pooled accounts, netting arrangements across accounts, centralized operating accounts and other treasury management services such as controlled disbursement, automated clearinghouse transactions, return items, overdrafts, credit or debit card, funds transfer, foreign exchange facilities, trade finance services and depository network services.

Cash Management Obligations means any obligation of any Borrower Group Obligor to make payments to the Cash Management Provider with respect to any Cash Management Arrangements, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor).

Cash Management Provider means TD Bank or any Affiliate thereof which agrees to provide Cash Management Arrangements to a Borrower Group Obligor.

CDOR Rate means, on any date which Bankers' Acceptances are to be issued pursuant hereto, the *per annum* rate of interest which is the rate determined as being the arithmetic average of the annual yield rates applicable to Cdn. Dollar bankers' acceptances having identical issue and comparable maturity dates as the Bankers' Acceptances proposed to be issued by the Borrower displayed and identified as such on the display referred to as the "Refinitiv Screen Canadian Dollar Offered Rate (CDOR) Page" (or any display substituted therefor) of Reuters Monitor Money Rates Service as at approximately 10:15 a.m. (Toronto time) on such day, or if such day is not a Banking Day, then on the immediately preceding Banking Day (as adjusted by the Lender in good faith after 10:15 a.m. (Toronto time) to reflect any error in a posted rate or in the posted average annual rate); provided, however, if such a rate does not appear on such Refinitiv Screen Canadian Dollar Offered Rate (CDOR) Page, then the CDOR Rate, on any day, shall be the Discount Rate quoted by the Lender (determined as of approximately 10:15 a.m. (Toronto time) on such day) which would be applicable in respect of an issue of bankers' acceptances in a comparable amount and with comparable maturity dates to the Bankers' Acceptances proposed to be issued by the Borrower on such day, or if such day is not a Banking Day, then on the immediately preceding Banking Day and provided, further, that if for any purpose any such rate is determined to be less than zero, the CDOR Rate will be deemed to be zero for such purpose.

CDOR Scheduled Unavailability Date has the meaning set out in Section 11.5.

CDOR Successor Rate has the meaning set out in Section 11.5.

Change in Law means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any Applicable Law by any Governmental Authority. Notwithstanding anything herein to the contrary, (i) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* (USA) and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee or Banking Supervisor (or any successor or similar authority) or the United States, Canadian or other regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" for the purposes of this provision, regardless of the date enacted, adopted or issued.

Change of Control means any circumstances arising after the Effective Date in which a Person or combination of Persons acting jointly or in concert (within the meaning of the *Securities Act* (Alberta), as amended) acquires beneficial ownership of more than 50% of the Voting Securities of the Borrower, or otherwise acquires the power (by contract or otherwise) to elect a majority of the board of directors of the Borrower.

Code means the *Internal Revenue Code of 1986* (United States).

Collateral means all of the properties, assets and undertakings of the Borrower Group Obligors secured or purported to be secured pursuant to the Security Documents.

Commitment means, the commitment by the Lender under the Credit Facility to provide the amount of Cdn. Dollars (or the Equivalent Amount thereof) set forth opposite its name in the applicable column of Schedule A annexed hereto, subject to any reduction or adjustment in accordance with the provisions hereof.

Commodity Exchange Act means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

Commodity Hedging Agreement means any agreement for the making or taking of delivery of any commodity, any commodity swap agreement, floor, cap, forward sale or purchase, or collar agreement or commodity future or option or other similar agreement or arrangement, or any combination thereof, entered into by the applicable Person, the purpose and effect of which is to mitigate or eliminate exposure to fluctuations in commodity prices.

Compliance Certificate means a certificate of the Borrower signed on its behalf by its president, chief executive officer, vice president finance or chief financial officer, substantially in the form of Schedule C, to be given to the Lender by the Borrower pursuant hereto.

Consolidated Total Assets means, on any date, an amount equal to the consolidated total assets of the Borrower, determined in accordance with IFRS on a consolidated basis, as shown on the consolidated balance sheet of the Borrower for such date.

Consolidated Total Revenues means, on any date, an amount equal to the consolidated total revenues of the Borrower, determined in accordance with IFRS on a consolidated basis, as shown on the condensed consolidated statements of comprehensive income and loss of the Borrower for such date.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of Voting Securities, by contract or otherwise. **Controlling** and **Controlled** have corresponding meanings.

Conversion means a conversion or deemed conversion of one type of Loan into another type of Loan pursuant to the provisions hereof; provided that, subject to Section 2.4 and to Article 5 with respect to Bankers' Acceptances, the conversion of a Loan denominated in one currency to a Loan denominated in another currency shall be effected by repayment of the Loan or portion thereof being converted in the currency in which it was denominated and re-advance to the Borrower of the Loan into which such conversion was made.

Conversion Date means the date specified by the Borrower as being the date on which the Borrower has elected to convert, or this Agreement requires the conversion of, one type of Loan into another type of Loan and which shall be a Banking Day.

Conversion/Rollover/Repayment Notice means a notice substantially in the form of Schedule D to be given to the Lender by the Borrower pursuant hereto.

Credit Facility has the meaning set out in Section 2.1(a).

Currency Excess has the meaning set out in Section 6.4(a).

Currency Excess Deficiency has the meaning set out in Section 6.4(b).

Currency Hedging Agreement means any currency swap agreement, cross-currency agreement, forward agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof, entered into by the applicable Person where the subject matter of the same is currency exchange rates or the price, value or amount payable thereunder is dependent or based upon currency exchange rates or fluctuations in currency exchange rates as in effect from time to time.

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

Debt means, as at any particular time and in respect of any Person and without duplication:

(a) indebtedness of such Person for borrowed money (including any capitalized interest or deferred interest thereon);

(b) obligations of such Person with respect to bankers' acceptance facilities, note purchase facilities and commercial paper programs;

(c) obligations of such Person with respect to (i) the stated amount of letters of credit or letters of guarantee and (ii) the uninsured portion of surety, customs, reclamation or performance bonds supporting obligations which would otherwise constitute Debt within the meaning of this definition;

(d) all obligations of such Person that are evidenced by bonds, debentures, notes or other similar instruments;

(e) obligations of such Person under Guarantees, legally binding comfort letters or other contingent obligations as represented in the Financial Statements relating to the indebtedness or other obligations of any other Person which would otherwise constitute Debt within the meaning of this definition;

(f) all obligations of such Person for or in respect of the deferred purchase or acquisition price of property (including obligations secured by Purchase Money Security Interests) in excess of 90 days but excluding, for certainty, accounts payable arising in the ordinary course of business;

(g) Capital Lease Obligations of such Person and the principal obligations of such Person under any other lease which, in the opinion of the Lender should be characterized as a financing lease (whether a synthetic lease or otherwise and whether categorized as a true lease or a financing lease for tax purposes);

(h) all obligations of such Person created or arising under any conditional sale or other title retention agreement, regardless of whether the rights and remedies of the seller or the lender under such agreement in the event of default are limited to repossession or sale of such property;

(i) all obligations of such Person, whether or not contingent, to purchase, redeem, retire, defease, or otherwise acquire for value any of its own Stock or Stock Equivalents (or any Stock or Stock Equivalent of a direct or indirect parent entity thereof), valued at, in the case of redeemable preferred Stock, the greater of the voluntary liquidation preference and the involuntary liquidation preference of such Stock plus accrued and unpaid dividends;

(j) all payments that would be required to be made by such Person in respect of any Hedging Agreement in the event of a termination (including an early termination) on the date of determination; and

(k) the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with IFRS) of all obligations of such Person under any sale and leaseback transaction.

Default means any event or condition that would constitute an Event of Default except for satisfaction of any condition subsequent required to make the event or condition an Event of Default, including giving of any notice, passage of time, or both.

Default Rate means the per annum interest rate that is:

(a) in the case of any principal amount, the interest rate that would otherwise be applicable thereto plus 2%;

(b) in the case of any Outstandings denominated in Cdn. Dollars (other than principal amounts), the Prime Rate plus the Applicable Pricing Margin for Prime Loans plus 2% per annum; or

(c) in the case of any Outstandings denominated in U.S. Dollars (other than principal amounts), the U.S. Base Rate plus the Applicable Pricing Margin for USBR Loans plus 2% per annum.

Discount Rate means, with respect to the issuance of a bankers' acceptance, the rate of interest per annum, calculated on the basis of a year of 365 days, (rounded upwards, if necessary, to the nearest whole multiple of 1/100th of one percent) which is equal to the discount exacted by a purchaser taking initial delivery of such bankers' acceptance, calculated as a rate per annum and as if the issuer thereof received the discount proceeds in respect of such bankers' acceptance on its date of issuance and had repaid the respective face amount of such bankers' acceptance on the maturity date thereof.

Distribution by a Person means:

(a) any declaration or payment by the Person of any dividend, return of capital or other distribution on or in respect of any of the share capital of or partnership or trust interests in such Person;

(b) any payment by the Person in respect of the redemption, retraction, purchase or other acquisition or retirement, in whole or in part, of any Voting Securities or any share or equity rights in or in relation to its capital or equity;

(c) any payment by the Person of any amount of principal, fees or other amounts (excluding interest) in respect of any loan, advances or other Debt which is owed to any of its Affiliates or in respect of any Subordinated Debt;

(d) any loan, advance, payment of management or consulting fees which is made by the Person to or in favour of a holder of Voting Securities in respect of the Person or an Affiliate of such holder (other than any fees paid to consultants); or

(e) the transfer by such Person of any property or assets for consideration of less than its or their fair market value to any of its Affiliates;

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

Drawdown means any Advance which results in an increase in the Outstanding Principal.

Drawdown Date means the date on which a Drawdown is made by the Borrower pursuant to the provisions hereof and which shall be a Banking Day.

Drawdown Notice means a notice substantially in the form annexed hereto as Schedule E to be given to the Lender by the Borrower pursuant hereto.

Effective Date means the date that the conditions precedent set forth in Section 3.1 are satisfied or waived or such other day as may be agreed upon by the Borrower and the Lender.

Election Date has the meaning attributed thereto in Section 2.2(b).

Eligible Assignee means any Person (other than a natural person, any Borrower Group Obligor or any Affiliate of a Borrower Group Obligor), in respect of which any approval that is required by Section 14.2(b) has been obtained.

Environmental Claims means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, inspections, inquiries or proceedings relating in any way to any Environmental Laws or to any permit issued under any such Environmental Laws including:

(a) any claim by a Governmental Authority for enforcement, clean-up, removal, response, remedial or other actions or damages pursuant to any Environmental Laws; and

(b) any claim by a person seeking damages, contribution, indemnification, cost recovery, compensation or injunctive or other relief resulting from or relating to Hazardous Materials, including any Release thereof, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment.

Environmental Laws means all Applicable Laws with respect to the environment or environmental or public health and safety matters contained in statutes, regulations, rules, ordinances, orders, judgments, approvals, notices, permits or policies, guidelines or directives whether or not having the force of law, including relating to (a) pollution, contamination, injury, destruction, loss, protection, cleanup, reclamation or restoration of the air, surface water, groundwater, land surface or subsurface strata, or other natural resources; (b) solid, gaseous or liquid waste generation, treatment, processing, recycling, reclamation, cleanup, storage, disposal or transportation; (c) exposure to pollutants, contaminants, hazardous, medical infections, or toxic substances, materials or wastes; (d) the safety or health of employees; or (e) the manufacture, processing, handling, transportation, distribution in commerce, use, storage or disposal of hazardous, medical infections, or toxic substances, materials or wastes.

Environmental Orders includes all applicable orders, directives, judgments, decisions or the like rendered by any Governmental Authority or court of competent jurisdiction pursuant to Environmental Laws or Environmental Permits.

Environmental Permits includes all permits, certificates, approvals, registrations, licences or other instruments issued by any Governmental Authority and relating to or required for the Borrower or its Subsidiaries to carry on their businesses, activities and operations in compliance with all Environmental Laws and Environmental Orders.

Equity Securities means any Stock and Stock Equivalents issued by any Borrower Group Member (but excluding any of the foregoing which evidence Debt).

Equivalent Amount means, on any date, the equivalent amount in Cdn. Dollars or U.S. Dollars, as the case may be, after giving effect to a conversion of a specified amount of U.S. Dollars to Cdn. Dollars or of Cdn. Dollars to U.S. Dollars, as the case may be, at the Exchange Rate on such date.

Event of Default has the meaning set out in Section 10.1.

Excess Cash means all cash or Cash Equivalents of the Borrower Group Obligors (taken together) which in the aggregate exceeds Cdn.$2,500,000 (or the Equivalent Amount in any other currency), but excluding from the calculation thereof any cash or cash equivalents which are Excluded Deposits/Amounts.

Exchange Rate means the average exchange rate quoted by the Bank of Canada at approximately the close of business on the Banking Day that such determination is required to be made (or, if such determination is required to be made before the close of business on such Banking Day, such average exchange rate at approximately the close of business on the immediately preceding Banking Day);

provided that, in either case, if no such rate is quoted, **Exchange Rate** shall mean the spot rate quoted for wholesale transactions by the Lender at approximately noon (Toronto time) on such date of determination in accordance with the Lender's normal practice or, if such date of determination is not a Banking Day, on the Banking Day immediately preceding such date of determination.

Excluded Deposits/Amounts means cash or cash equivalents:

(a) held by a Governmental Authority or by normal business practice in connection with contracts, licenses or tenders or similar matters in the ordinary course of business and for the purpose of carrying on the same, or to secure workers' compensation, surety or appeal bonds or to secure costs of litigation when required by Applicable Law;

(b) required by Applicable Law or a mandatory contractual obligation to be on deposit;

(c) held in escrow pursuant to an offering of subscription receipts (or similar equity offering) by any Borrower Group Obligor which have not yet been released from escrow in accordance with the terms of such offering;

(d) held by arm's length third parties representing deposits, trust funds or other amounts payable by one or more arm's length third parties to the Borrower Group Obligors which are not then releasable to such Borrower Group Obligor and which cannot be paid or transferred on the direction of such Borrower Group Obligor;

(e) used as cash collateral for outstanding Letters of Credit or Bankers' Acceptances as contemplated herein;

(f) held for the purposes of any specific Permitted Acquisition or Distribution permitted under Section 8.2(c), and such Permitted Acquisition or Distribution permitted under Section 8.2(c) is completed and such Excess Cash is paid in respect of such Permitted Acquisition or Distribution permitted under Section 8.2(c) within five (5) Banking Days; or

(g) which the Lender (acting reasonably) has agreed in writing shall constitute Excluded Deposits/Amounts.

Excluded Swap Obligation means, with respect to any Borrower Group Obligor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee provided by such Borrower Group Obligor of, or the grant by such Borrower Group Obligor of a Lien to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the U.S. Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Borrower Group Obligor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty by such Loan Party or the grant of such Lien becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or Lien is or becomes illegal.

Excluded Taxes means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of a Borrower Group Obligor hereunder, (a) taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in which the Lender's applicable lending office is located, (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located, and (c) all U.S. federal withholding Taxes imposed under FATCA, and any Taxes arising from the Lender's failure to properly comply with the Lender's obligations imposed under Part XVIII of the *Income Tax Act* (Canada) or the similar provisions of legislation of any other jurisdiction that has entered into an

agreement with the United States of America to provide for the implementation of FATCA-based reporting in that jurisdiction;

Executive Order means the executive order No. 13224 of 23 September 2011, entitled "*Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism*".

Existing Credit Agreement means the amended and restated credit agreement dated as of January 15, 2019, as amended by the first amending agreement dated as of June 5, 2020, among the Borrower as borrower, The Toronto-Dominion Bank as administrative agent, and the Existing Lenders.

Existing Lenders means the financial institutions from time to time party to the Existing Credit Agreement as lenders.

Extension Request means a written request from the Borrower to the Lender substantially in the form attached as Schedule F, requesting an extension of the Maturity Date.

FATCA means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with the implementation of the foregoing and any fiscal, regulatory, legislation, rules or practices adopted pursuant to any such intergovernmental agreement entered into in connection with Sections 1471 through 1474 of the Code.

Federal Funds Rate means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the annual rates of interest on overnight Federal funds transactions with members of the Federal Reserve Board arranged by Federal funds brokers, as published on the next succeeding Banking Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Banking Day, the average rate charged to the Lender on such day on such transactions as may be determined by the Lender provided, that if for any purpose such rate is determined to be less than zero, the Federal Funds Rate will be deemed to be zero for such purpose.

Federal Reserve Board or **Federal** means the Board of Governors of the Federal Reserve System of the United States of America or any successor thereof.

Financial Assistance means providing or agreeing to provide (either directly or indirectly) financial assistance to any Person, including financial assistance by way of a loan, Guarantee, indemnity, loan purchase, share purchase, equity contribution or any credit support arrangement of any nature whatsoever.

Financial Covenants means the covenants set out in Section 8.3.

Financial Statements means the financial statements (including the notes thereto) of the Borrower or a Subsidiary, as the context requires, which shall be consolidated unless expressly provided otherwise and shall include a balance sheet, a condensed, consolidated statement of comprehensive income and loss, a condensed, consolidated statement of changes in equity and a condensed, consolidated statement of cash flows, together with comparative figures in each case (where a comparative period on an earlier statement exists), all prepared, maintained and stated in accordance with IFRS.

Financial Term has the meaning set out in Section 1.4(b).

Fiscal Quarter means the three (3) month period commencing on the first day of each Fiscal Year, and each successive three (3) month period thereafter during such Fiscal Year.

Fiscal Year means the Borrower's fiscal year which presently commences on January 1 of each calendar year and ends on December 31 of each calendar year.

Fund means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

General Security Agreement means a general security agreement granted by the Borrower and each Material Subsidiary pursuant to Section 9.1 substantially in the form of Schedule G-2, as supplemented, amended and replaced from time to time.

Governmental Authority means the Government of Canada or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

Governmental Authorization means, in respect of any transaction, Person or event, any authorization, exemption, license, permit, franchise or approval from, or any filing or registration with, any Governmental Authority applicable to such transaction, Person or event or to any of such Person's business, undertaking or property, including those required under any Environmental Law, and **Governmental Authorizations** means any and all of the foregoing.

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

Hazardous Materials means any substance or mixture of substances defined as or determined to be a pollutant, contaminant, waste, hazardous waste, hazardous chemical, hazardous substance, toxic substance or dangerous good under any Environmental Law.

Hedge Agreement means any Interest Hedging Agreement, Currency Hedging Agreement, Commodity Hedging Agreement or other agreement (whether physically or financially settled) which is accounted for under IFRS as a derivative.

Hedge Agreement Demand for Payment means a demand made by the Lender or its Affiliate pursuant to a Lender Hedge Agreement demanding payment of the Secured Swap Obligations which are then due and payable relating thereto and shall include any notice provided by the Lender or its Affiliate under any agreement evidencing a Lender Hedge Agreement which, when delivered, would require an early termination thereof and a payment by the other counterparty in settlement of obligations thereunder as a result of such early termination.

Hostile Target has the meaning set out in Section 2.9.

IFRS means International Financial Reporting Standards including International Accounting Standards and Interpretations together with their accompanying documents which are set by the International Accounting Standards Board, the independent standard-setting body of the International Accounting Standards Committee Foundation (the **IASC Foundation**), and the International Financial Reporting Interpretations Committee, the interpretative body of the IASC Foundation to the extent the same are adopted by the Chartered Professional Accountants of Canada (**CPAC**) and then subject to such modifications thereto as are agreed by CPAC.

Indemnified Taxes means Taxes other than Excluded Taxes.

Indemnitee has the meaning set out in Section 12.1(b).

Information has the meaning set out in Section 14.6(b).

Intercreditor Agreements means, the Second Lien Intercreditor Agreement and each other intercreditor agreement or subordination agreement among, the Borrower, each other Borrower Group Obligor, the Lender and any Person who has provided any Subordinated Debt to the Borrower or any other Borrower Group Obligor, on terms and in a form satisfactory to the Lender.

Interest Coverage Ratio means, at any time, the ratio of Adjusted EBITDA to Interest Expense (excluding capitalized interest), in each case for the most recent period of four consecutive Fiscal Quarters for which Financial Statements have been delivered to the Lender pursuant to Section 8.1(e).

Interest Expense means, for any fiscal period, without duplication, interest expense of the Borrower Group determined on a consolidated basis in accordance with IFRS, and, in any event and without limitation, shall include:

(a) all interest accrued or payable in respect of such period, including capitalized interest, imputed interest with respect to lease obligations included as Debt and amortization of debt issuance costs and original issue discount;

(b) all fees (including standby and commitment fees, acceptance fees in respect of bankers' acceptances and fees payable in respect of letters of credit, letters of guarantee and similar instruments but excluding agency fees in respect of the Credit Facility and other credit facilities from time to time) accrued or payable in respect of such period, prorated (as required) over such period;

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

(d) all net amounts charged (a positive number) or credited (a negative number) to interest expense under any Interest Hedging Agreements in respect of such period.

Interest Hedging Agreement means any interest swap agreement, forward rate agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof, entered into by the applicable Person where the subject matter of the same is interest rates or the price, value or amount payable thereunder is dependent or based upon the interest rates or fluctuations in interest rates in effect from time to time (but, for certainty, shall exclude conventional floating rate debt).

Interest Payment Date means, with respect to each LIBO Rate Loan, the last day of each applicable Interest Period and, if any Interest Period is longer than 3 months, the last Banking Day of each 3 month period during such Interest Period; provided that, in any case, the date on which the Credit Facility is fully cancelled or permanently reduced in full shall be an Interest Payment Date.

Interest Period means:

(a) with respect to each Bankers' Acceptance, the period selected by the Borrower hereunder and being of 1, 2, 3 or 6 months' duration, subject to market availability, (or, subject to the agreement of the Lender, a longer or shorter period) commencing on the Drawdown Date, Rollover Date or Conversion Date of such Bankers' Acceptance; and

(b) with respect to each LIBO Rate Loan, the period selected by the Borrower and being of 1, 2, 3 or 6 months' duration (or, subject to the agreement of the Lender, a longer or shorter period) commencing on the applicable Drawdown Date, Rollover Date or Conversion Date, as the case may be of such Loan;

provided that in any case: (i) the last day of each Interest Period shall be also the first day of the next Interest Period in the case of a Rollover; (ii) the last day of each Interest Period shall be a Banking Day and if the last day of an Interest Period selected by the Borrower is not a Banking Day the Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day next following the last day of the Interest Period selected unless such next following Banking Day falls in the next calendar month in which event the Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day next preceding the last day of the Interest Period selected by the Borrower; and (iii) the last day of all Interest Periods for Loans outstanding under the Credit Facility shall expire on or prior to the Maturity Date.

Investment means an investment held by a Person, directly or indirectly, in another Person (whether such investment was made by the first-mentioned Person in such other Person or was acquired from a third party), including the holding of Stock or Stock Equivalents in such other Person, the holding of a Debt obligation (or Guarantee thereof), a contribution of capital in such other Person or the entering into of a joint venture or similar arrangement with such other Person.

Knowledge means, in respect of the Borrower, the knowledge of any director or senior officer of the Borrower who has current knowledge of the relevant facts or circumstances after due enquiry by such Person.

Lender means, The Toronto-Dominion Bank and its successors and permitted assigns.

Lender Hedge Agreement means a Hedge Agreement entered into between the Lender or its Affiliate and the Borrower or a Subsidiary which creates Secured Swap Obligations.

Lender's Accounts means:

(a) for all Canadian Dollar transactions:

[Redacted: Account information]

(b) for all US Dollar transactions:

[Redacted: Account information]

Lender's Counsel means the firm of Norton Rose Fulbright Canada LLP or such other firm of legal counsel as the Lender may from time to time designate.

Letter of Credit means a standby or documentary letter of credit or letter of guarantee in Canadian Dollars issued by the Lender at the request of the Borrower.

Letter of Credit Application has the meaning set out in Section 2.10(c).

Levy has the meaning set out in Section 8.1(h).

LIBO Rate means, with respect to any Interest Period applicable to a LIBO Rate Loan, the rate of interest per annum (rounded upwards, if necessary, to the next 1/100 of 1%) determined by the Lender to be the offered rate listed on the "LIBOR 01 Page" (or any display substituted therefor) of Reuter's Monitor Money Rates Service (or any successor thereto designated by the Lender) that displays the ICE Benchmark Administration Limited (or its successor) Interest Settlement Rate applicable to such Interest Period for

purposes of displaying the rates at which U.S. Dollar deposits are offered for deposit in the London interbank market at approximately 11:00 a.m. London, England time two (2) Banking Days prior to the Drawdown Date, Conversion Date or Rollover Date, as applicable, for such Advance and for the Interest Period selected; provided that, (x) if such service is unavailable, or such service does not quote a rate of interest *per annum* for the Interest Period selected, then LIBO Rate shall be determined by the Lender as the rate at which deposits of comparable term and amount are offered by it to prime banks in the London interbank market at approximately 11:00 a.m. London, England time on such date; and (y) if LIBO Rate as determined above for any purpose would be less than zero, then LIBO Rate shall be deemed to be zero for such purpose.

LIBO Rate Loan means an Advance in, or Conversion into, United States Dollars made by the Lender to the Borrower with respect to which the Borrower has specified that interest is to be calculated by reference to the LIBO Rate, and each Rollover in respect thereof.

LIBO Successor Rate has the meaning set out in Section 11.6.

Liens means mortgages, charges, pledges, hypothecs, assignments by way of security, conditional sales or other title retentions, security created under the *Bank Act* (Canada), liens, encumbrances, security interests or other interests in property, howsoever created or arising, whether fixed or floating, perfected or not, which secure payment or performance of an obligation and, including, in any event:

(a) deposits or transfers of cash, marketable securities or other investment property or other financial assets under any agreement or arrangement whereby such cash, securities, other investment property or other assets may be withdrawn, returned or transferred only upon fulfilment of any condition as to the discharge of any other Debt or other obligation to any creditor

(b) (i) rights of set-off or (ii) any other right of or arrangement of any kind with any creditor, which in each case are made, created or entered into, as the case may be, for the purpose of or having the effect (directly or indirectly) of (A) securing (directly or indirectly) any Total Debt, (B) preferring the holders of Debt over other holders of Debt or (C) having the claims of any creditor be satisfied prior to the claims of other creditors with or from the proceeds of any properties, assets or revenues of any kind now owned or later acquired (other than, with respect to (C) only, rights of set-off granted or arising in the ordinary course of business);

(c) the rights of lessors under Capital Leases; and

(d) absolute assignments of accounts receivable but, for certainty, excluding sales of receivables or proceeds thereof which are not part of a securitization or on-going factoring program or other on-going sale of receivables.

Loan means a Prime Loan, a USBR Loan, a LIBO Rate Loan, or an Advance by way of the issuance of Bankers' Acceptances or a Letter of Credit.

Loan Documents means this Agreement, the Security Documents, each Intercreditor Agreement and all other agreements, certificates, notices, instruments and other documents delivered or to be delivered to the Lender, in relation to the Credit Facility pursuant hereto or thereto and, when used in relation to any Person, the term **Loan Documents** shall mean and refer to the Loan Documents executed and delivered by such Person.

Loan Guarantee means a Guarantee: (i) given by the Borrower, or (ii) given by a Material Subsidiary pursuant to Section 9.1, in each case, substantially in the form of Schedule G-1, as supplemented, amended and replaced from time to time.

Material Adverse Change means any event, circumstance, occurrence or change which results, or could reasonably be expected to result, in a material adverse change in:

(a) the financial condition of the Borrower Group taken as a whole;

(b) the ability of the Borrower Group taken as a whole to perform their obligations under the Loan Documents;

(c) the validity or enforceability of any material portion of this Agreement or of any other Loan Document; or

(d) the property, business, operations or liabilities of the Borrower Group taken as a whole.

Material Adverse Effect means any event, circumstance, occurrence or change which materially impairs or has a material adverse effect on, or could reasonably be expected to materially impair or have a material adverse effect on:

(a) the financial condition of the Borrower Group taken as a whole;

(b) the ability of the Borrower Group taken as a whole to perform their obligations under the Loan Documents;

(c) the validity or enforceability of any material portion of this Agreement or of any other Loan Document; or

(d) the property, business, operations or liabilities of the Borrower Group taken as a whole.

Material Contract means any contract to which a Borrower Group Obligor is a party that:

(a) consists of a seismic data storage and archival contract with any of Fugro Data Solutions Canada Inc., CGGVeritas Services (Canada) Inc. or CGG Services (Canada) Inc. or any other storage or archival contract which involves a material amount of seismic data including any amendments, supplements, modifications, restatements, or replacements of the foregoing; or

(b) could result in a Material Adverse Effect if a default or early termination was to occur thereunder.

Material Subsidiary means:

(a) any Subsidiary of the Borrower that directly owns at least 5% of Consolidated Total Assets; or

(b) any Subsidiary of the Borrower that directly accounts for at least 5% of Consolidated Total Revenues;

(c) any Subsidiary of the Borrower that has been designated by the Borrower as a Material Subsidiary pursuant to Section 9.2; or

(d) any Subsidiary that has provided a guarantee or other credit support in connection with the Second Lien Loan Documents.

As of the Effective Date, the Material Subsidiaries are Pulse Seismic, Request Seismic Surveys LP, 777747 Alberta Ltd. and 1334130 Alberta Ltd.

Maturity Date means January 15, 2023, provided that such date may be extended or accelerated pursuant to the provisions hereof.

Minor Subsidiary means any Subsidiary of the Borrower that is not a Material Subsidiary.

Modification Period means, the period commencing on July 1, 2020 and ending on September 29, 2021.

Moody's means Moody's Investors Service, Inc. and any successors thereto.

OFAC means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

Officer's Certificate means a certificate or notice (other than a Compliance Certificate) duly executed by any one of the president, chief executive officer, vice president finance, chief financial officer or any other vice president of the Borrower; provided, however, that Drawdown Notices and Conversion/Rollover/Repayment Notices shall be executed on behalf of the Borrower by any one of the foregoing persons or such other persons as may from time to time be designated by written notice from the Borrower to the Lender.

Other Taxes means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

Outstanding Principal means the aggregate, at any time, of:

(a) the aggregate outstanding principal amount of all Prime Loans, USBR Loans, and LIBO Rate Loans, and

(b) the aggregate face amount of all outstanding and unpaid Bankers' Acceptances and Letters of Credit which have not been cash collateralized in accordance with this Agreement.

Outstandings means, at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower and its Subsidiaries to the Lender under, pursuant or relating to the Loan Documents or the Credit Facility and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including all principal, interest, fees, legal and other costs, charges and expenses and other amounts payable by the Borrower under this Agreement.

Participant has the meaning assigned to such term in Section 14.2(c).

Permitted Acquisition means any Acquisition by a Borrower Group Member of (x) seismic data or an undivided ownership interest in seismic data, or (y) substantially all of the property or assets of a Person or any division, business, operation or undertaking of a Person, or (z) 100% of the issued and outstanding securities or equity interests of a Person organized under the laws of Canada or any province or territory thereof (any such Person being the **Target**), provided that the following conditions shall have been satisfied:

(a) in the cases referred to in clauses (y) and (z) above:

(i) the Target shall operate in the same industry and business as the Borrower Group;

(ii) a 100% ownership interest shall be acquired in (A) such property and assets other than seismic data, in respect of which such Borrower Group Member can

acquire an undivided ownership interest therein that is less any 100% of all ownership interests therein, or (B) the Target; and

(iii) if the Acquisition involves the acquisition of a new Material Subsidiary then the new Subsidiary shall deliver the Security Documents required by Section 9.1 within 60 days of the consummation of the Acquisition;

(b) in each case, to the extent that:

(i) no Borrower Group Member (including the Target) shall assume, incur or permit to exist (A) any Debt (other than Permitted Debt) or (B) any Liens (other than Permitted Liens) that in each case will continue to exist after the consummation of the Acquisition;

(ii) no Default or Event of Default is continuing at the time any such Acquisition is consummated or would occur as a result of the Acquisition; and

(iii) if, as at the date of consummation of any such Acquisition, the Senior Debt to Adjusted EBITDA Ratio (calculated on a Pro Forma Basis giving effect to such Acquisition and any Debt incurred in connection therewith) is greater than 2.00:1.00, (A) during the Modification Period, such Acquisition shall be prohibited and (B) thereafter, the maximum aggregate value of all Acquisitions in a Fiscal Year would not exceed Cdn. $15,000,000.

Permitted Contest means action taken by the Borrower or a Material Subsidiary in good faith by appropriate proceedings diligently pursued to contest any Taxes, Other Taxes, claims or Liens, provided that:

(a) the Borrower or such Material Subsidiary has established reasonable reserves therefor; and

(b) proceeding with such contest will not create a material risk of sale, forfeiture or loss, or interference with the use of any material property or asset of the Borrower or such Material Subsidiary and would not have a Material Adverse Effect.

Permitted Debt means, without duplication:

(a) all indebtedness owing by a Borrower Group Obligor to the Lender under this Agreement and under or secured by any Loan Document;

(b) all Cash Management Obligations;

(c) all Secured Swap Obligations;

(d) all Debt owing by a Borrower Group Member to any Borrower Group Obligor; provided that:

(i) such Debt is unsecured; and

(ii) such Debt is postponed to and in favour of the Lender on terms satisfactory to the Lender, acting reasonably;

(e) the Second Lien Debt, provided in each case that the foregoing is incurred in accordance with and remains subject to the Second Lien Intercreditor Agreement or other applicable intercreditor agreement required pursuant to this Agreement;

(f) other Subordinated Debt in a maximum aggregate principal amount outstanding not exceeding Cdn.$5,000,000, provided in each case that such Subordinated Debt remains subject to the applicable Intercreditor Agreement; and

(g) all Debt secured by a Permitted Lien; provided that such Debt is within any applicable amount limitations provided for in the definition of Permitted Liens.

Permitted Disposition means, in respect of any Borrower Group Member:

(a) a sale or disposition in the ordinary course of business, in accordance with sound industry practice and on commercially reasonable terms of tangible personal property that is obsolete, no longer useful for its intended purpose or being replaced in the ordinary course of business;

(b) a sale or licensing of seismic data in the ordinary course of business at fair market value to a Person dealing at arm's length with the Borrower Group;

(c) a sale or disposition of any assets or properties to a Borrower Group Obligor; or

(d) a sale or disposition of any other assets or properties in the ordinary course of business at fair market value to a Person dealing at arm's length with the Borrower Group; provided that the aggregate proceeds from all such dispositions does not exceed an amount equal to Cdn. $2,500,000 in any Fiscal Year.

Permitted Liens means, as at any particular time, any of the following on the property or any part of the property of any Borrower Group Member:

(a) Liens for taxes, assessments or governmental charges which are not due and delinquent, or, if due or delinquent, the validity of which is subject to a Permitted Contest;

(b) the lien of any judgment rendered or claim filed against a Borrower Group Member which is subject to a Permitted Contest or which otherwise does not result in the occurrence of an Event of Default under Section 10.1(k);

(c) Liens, privileges or other charges imposed or permitted by law, such as statutory liens and deemed trusts, carriers' liens, garagekeepers' liens, builders' liens, warehousemen's liens, mechanics' liens, materialmen's liens and other liens, privileges or other charges of a similar nature which relate to obligations which are not due and delinquent, or if due and delinquent, the validity of which is subject to a Permitted Contest;

(d) Liens in favour of a public utility or any municipality or governmental or other public authority when required by such utility, municipality or authority in connection with the operations of a Borrower Group Member; provided, however, that all such Liens only secure sums not at the time overdue, or if overdue, the validity of which is subject to a Permitted Contest;

(e) the Lien or any right of distress reserved in or exercisable under any real property lease for rent or otherwise to effect compliance with the terms of such lease, in respect of which the rent or other obligations are not at the time overdue, or if overdue, the validity of which is subject to a Permitted Contest;

(f) easements, rights-of-way, servitudes, zoning or other similar rights or restrictions in respect of land held by a Borrower Group Member (including rights-of-way and servitudes for railways, sewers, drains, pipe lines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) which do

not, either alone or in the aggregate, materially detract from the value of such land or materially impair its use in the operation of the business of a Borrower Group Member, as the case may be;

(g) Purchase Money Security Interests and Capital Leases; provided that (i) those Liens are limited to all or any part of the property or assets purchased or leased and (ii) the principal or capitalized amount of such obligations does not exceed (A) during the Modification Period, Cdn. $500,000 in aggregate at any time for the Borrower Group or (B) thereafter, Cdn. $2,000,000 in aggregate at any time for the Borrower Group;

(h) Liens created by the Security Documents;

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

(j) Liens over seismic data pursuant to the seismic purchase and sale agreement dated June 9, 1999, by and between Chevron Canada Resources and Request Seismic Surveys, LP;

(k) the Second Lien Security and Liens securing other Subordinated Debt permitted under this Agreement, provided that such Liens remain subject to the terms and conditions of the Second Lien Intercreditor Agreement or other applicable intercreditor agreement required pursuant to this Agreement,

provided that nothing in this definition shall in and of itself cause the Secured Obligations to be subordinated in priority of payment to any such Permitted Lien.

Person means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, joint stock company, partnership, Governmental Authority or other entity.

PPSA means the *Personal Property Security Act* (Alberta) and all regulations thereto, as the same may from time to time be in effect and the personal property security legislation of any other province or territory of Canada to the extent it may be required to apply to any item or items of Collateral.

Prime Loan means an Advance in, or Conversion into, Cdn. Dollars made by the Lender to the Borrower with respect to which the Borrower has specified or a provision hereof requires that interest is to be calculated by reference to the Prime Rate.

Prime Rate means, for any day, the greater of:

(a) the rate of interest per annum established from time to time by the Lender as the reference rate of interest for the determination of interest rates that the Lender will charge for commercial loans in Canadian Dollars in Canada; and

(b) the CDOR Rate for one month Cdn. Dollar bankers' acceptances on such day or, if such day is not a Banking Day, on the immediately preceding Banking Day, plus 1.00% per annum,

provided that if for any purpose any such rate is determined to be less than zero, the Prime Rate will be deemed to be zero for such purpose

Pro Forma Basis means, as at any date of determination, a calculation of compliance with any of covenant or ratio using (as applicable):

(a) the amount of Total Debt or Senior Debt at such date (after giving effect to the transaction(s) that triggered the requirement for such calculation herein); and

(b) the amount of Adjusted EBITDA and Interest Expense for the most recent period of four consecutive Fiscal Quarters for which Financial Statements have been delivered to the Lender pursuant to Section 8.1(e) (after giving effect to the transaction(s) that triggered the requirement for such calculation herein as though they occurred at the start of such four consecutive Fiscal Quarter period and, for certainty, any adjustments required pursuant to the proviso to the definition of Adjusted EBITDA).

Purchase Money Security Interest means:

(a) a Lien taken or reserved in property to secure payment of all or part of its purchase price or the cost of construction of any improvement thereon; and

(b) a Lien taken in property by a Person who gives value for the purpose of enabling a Borrower Group Obligor to acquire rights in such property, to the extent that the value is applied to acquire those rights;

but does not include a capital or other lease included in Debt or an operating lease.

Quarterly Instalment Date means the third Banking Day of each April, July, November and January of each calendar year.

Related Parties means, with respect to any Person, such Person's Affiliates and the directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

Release means any release, spill, emission, leak, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the environment including the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or sub-surface strata.

Rollover means:

(a) with respect to any LIBO Rate Loan, the continuation of all or a portion of such Loan (subject to the provisions hereof) for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto;

(b) with respect to Bankers' Acceptances, the issuance of new Bankers' Acceptances (subject to the provisions hereof) in respect of all or any portion of Bankers' Acceptances) maturing at the end of the Interest Period applicable thereto, all in accordance with Article 5; and

(c) with respect to Letters of Credit, the extension or replacement of an existing Letter of Credit, provided that the beneficiary thereof (including any successors or permitted assigns thereof) remains the same, the maximum amount available to be drawn thereunder is not increased, the currency in which the same is denominated remains the same and the terms upon which the same may be drawn remain the same.

Rollover Date means the date of commencement of a new Interest Period applicable to a Loan and which shall be a Banking Day.

S&P means the Standard & Poor's Rating Group (a division of The McGraw Hill Companies, Inc.) and any successors thereto.

Sanctioned Person means:

(a) a Person that is designated under, listed on, or owned or controlled by a person designated under or listed on, or acting on behalf of a Person designated under or listed on, any Sanctions List;

(b) a Person that is located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a Person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions;

(c) a Person that is otherwise a target of Sanctions ("target of Sanctions" signifying a Person with whom a Person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities); or

(d) any other Person to which the Lender would not be permitted to make a loan, or provide funding, in accordance with the Sanctions, or otherwise deal with pursuant to the Sanctions.

Sanctions means the economic sanctions laws, regulations, orders, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority, including any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Criminal Code* (Canada), the *Freezing of Assets of Corrupt Foreign Officials Act* (Canada), the *Foreign Extraterritorial Measures Act* (Canada), the *Export and Import Permits Act* (Canada), the Executive Order, the U.S. *Bank Secrecy Act* (31 U.S.C. §§ 5311 et seq.), the *U.S. Money Laundering Control Act of 1986* (18 U.S.C. §§ 1956 et seq.), the U.S. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act*, the U.S. *International Emergency Economic Powers Act* (50 U.S.C. §§ 1701 et seq.), the U.S. *Trading with the Enemy Act* (50 U.S.C. App. §§ 1 et seq.), the U.S. *United Nations Participation Act*, the U.S. *Syria Accountability and Lebanese Sovereignty Act*, the U.S. *Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010* or the *Iran Sanctions Act* (United States), or any of the foreign assets control regulations of the U.S. Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V) or any other law or executive order relating thereto or regulation administered by OFAC, in all cases, only to the extent such economic sanctions laws, regulations, orders, embargoes or restrictive measures would not violate applicable Law in Canada.

Sanctions Authority means any of: (a) the Canadian government; (b) the United States government; (c) the United Nations; (d) the European Union; (e) the United Kingdom; or (f) the respective governmental institutions, departments and agencies of any of the foregoing, including Global Affairs Canada, Public Safety Canada, OFAC, the United States Department of State, and Her Majesty's Treasury of the United Kingdom; and "**Sanctions Authorities**" means all of the foregoing Sanctions Authorities, collectively.

Sanctions List means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury of the United Kingdom, or any substantially similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

Second Lien Creditors means Edgepoint Investment Group Inc. as administrative agent and the various other Persons party to the Second Lien Loan Agreement as lenders from time to time, which term shall include any additional or successor creditors thereto in respect of any Second Lien Debt.

Second Lien Debt means Debt up to an aggregate principal amount of Cdn.$10,000,000 incurred by the Borrower pursuant to the Second Lien Loan Agreement, which term includes any Debt incurred in accordance with the Second Lien Intercreditor Agreement to refinance such Debt.

Second Lien Intercreditor Agreement means the intercreditor agreement dated January 15, 2019 among the Second Lien Creditors, each Borrower Group Obligor and The Toronto-Dominion Bank, as administrative agent under the Existing Credit Agreement on behalf of the Secured Parties (as defined in the Existing Credit Agreement), as amended, restated, modified, supplemented or replaced from time to time in compliance with the provisions of this Agreement and with the consent of the Lender.

Second Lien Loan Agreement means the credit agreement dated as of January 15, 2019 among the Borrower, as borrower, and the Second Lien Creditors, as lenders, as such credit agreement may be amended, supplemented, restated, replaced or refinanced from time to time as permitted in the Second Lien Intercreditor Agreement.

Second Lien Loan Documents means the Second Lien Loan Agreement, each Guarantee by any Subsidiary of the Borrower of the Second Lien Debt, the Second Lien Security, the Second Lien Intercreditor Agreement, and all other agreements, certificates, instruments and documents delivered by or on behalf of any Borrower Group Member in connection therewith from time to time, and all future renewals, extensions or restatements of, or amendments, modifications or supplements to, all or any part of the foregoing to the extent not prohibited by this Agreement or the Second Lien Intercreditor Agreement

Second Lien Security means all of the security documents which provide for the granting of a Lien by one or more of the Borrower Group Members to the Second Lien Creditors as security for the payment of the Second Lien Debt, Guarantees thereof and related obligations.

Secured Obligations means, collectively, the Outstandings, the Secured Swap Obligations and the Cash Management Obligations.

Secured Parties means, collectively, the Lender, the Swap Lenders and the Cash Management Provider(s).

Secured Swap Obligations means all indebtedness, obligations and liabilities of any Borrower Group Obligor under any Hedge Agreement entered into by such Borrower Group Obligor with the Lender or its Affiliate at any time (regardless of whether the Lender ceases to be a lender under this Agreement after such Lender Hedge Agreement is entered into), but excluding (x) for certainty, any Lender Hedge Agreement entered into by any Borrower Group Obligor with the Lender or Affiliate of the Lender after the Lender's Commitment has been fully cancelled in accordance with the terms hereof or after the Lender has assigned all of its rights to the Credit Facility in accordance with Section 14.2 and (y) Excluded Swap Obligations.

Securities means collectively, all Stock, Stock Equivalents, voting trust certificates, bonds, debentures, instruments and other evidence of Debt, whether or not secured, convertible or subordinated, all certificates of interest, share or participation in, all certificates for the acquisition of, and all warrants, options, and other rights to acquire, any such securities.

Security Documents means the Loan Guarantees, the security and the related agreements executed and delivered or required to be executed and delivered, by the Borrower Group Obligors pursuant to Article 9.

Senior Debt means, on any date of determination, Total Debt less Subordinated Debt.

Senior Debt to Adjusted EBITDA Ratio means, at any time, the ratio of Senior Debt at such time to Adjusted EBITDA for the most recent period of four consecutive Fiscal Quarters for which Financial Statements have been delivered to the Lender pursuant to Section 8.1(e).

Solvent means, with respect to any Person as of any date of determination, that, as of such date, (a) the value of the assets of such Person (both at fair value and present fair saleable value) is greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Person, (b) such Person is able to pay all liabilities of such Person as such liabilities mature, and (c) such Person does not have unreasonable small capital. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

Stock means all shares or units of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership, membership or trust interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

Stock Equivalents means all Securities convertible into or exchangeable for Stock or any other Stock Equivalent and all warrants, options, or other rights to purchase, subscribe for, or otherwise acquire any Stock or any other Stock Equivalent, whether or not presently convertible, exchangeable or exercisable.

Subordinated Debt means the Second Lien Debt and any other secured or unsecured Debt that has been subordinated and postponed to the Secured Obligations pursuant to an Intercreditor Agreement.

Subsidiary means, with respect to a Person:

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

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

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

Unless otherwise specifically indicated herein, **Subsidiary** refers to a Subsidiary of the Borrower.

Swap Lender means the Lender or its Affiliate that enters into a Lender Hedge Agreement (regardless of whether the Lender ceases to be a lender under this Agreement after such Lender Hedge Agreement is entered into), but excluding, for certainty, any Lender Hedge Agreement entered into by the Borrower or a Subsidiary with the Lender or Affiliate of the Lender after the Lender's Commitment has been fully cancelled in accordance with the terms hereof or after the Lender has assigned all of its rights to the Credit Facility in accordance with Section 14.2.

Swap Obligation means, with respect to any Borrower Group Obligor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

Target has the meaning set out in the definition of Permitted Acquisition.

Taxes means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

TD Bank means The Toronto-Dominion Bank and its successors and assigns**.**

Termination Event means an automatic early termination of any Secured Swap Obligations without any notice being required from the Lender or its Affiliate which is a counterparty thereto.

Total Debt means, as at any particular time and as determined in respect of the Borrower on a consolidated basis and in accordance with IFRS, all Debt of the Borrower but including any negative mark to market exposure under any Hedge Agreements (as determined in accordance with IFRS).

Total Debt to Adjusted EBITDA Ratio means, at any time, the ratio of Total Debt at such time to Adjusted EBITDA for the most recent period of four consecutive Fiscal Quarters for which Financial Statements have been delivered to the Lender pursuant to Section 8.1(e).

United States Dollars, **U.S. Dollars** and **U.S. $** means the lawful money of the United States of America.

U.S. Base Rate means, on any day, the greatest of:

(a) the rate of interest per annum established from time to time by the Lender as the reference rate of interest for the determination of interest rates that the Lender will charge for commercial loans in United States Dollars in Canada;

(b) the rate of interest per annum for such day or, if such day is not a Banking Day, on the immediately preceding Banking Day, equal to the sum of the Federal Funds Rate (expressed for such purpose as a yearly rate per annum in accordance with Section 4.8), plus 1.00% per annum; and

(c) the LIBO Rate on such day for one month LIBO Rate Loans plus 1.00%.

provided that if for any purpose any such rate is determined to be less than zero, the U.S. Base Rate will be deemed to be zero for such purpose

USBR Loan means an Advance in, or Conversion into, United States Dollars made by the Lender to the Borrower with respect to which the Borrower has specified or a provision hereof requires that interest is to be calculated by reference to the U.S. Base Rate.

Voting Securities means:

(a) capital stock of any class of any corporation or other equity securities of any other Person which carries voting rights to elect the board of directors (or other persons performing similar functions) under any circumstances; and

(b) an interest in a general partnership, limited partnership, trust, limited liability company, joint venture or similar Person which entitles the holder of such interest to receive a share of the profits, or on dissolution or partition, of the assets, of such Person.

1.2 Headings; Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Number; gender; including

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 Accounting Principles

(a) Where the character or amount of any asset or liability or item of revenue or expense or amount of equity or unitholder equity is required to be determined, or any consolidation or other accounting computation is required to be made for the purpose of this Agreement or any other Loan Document, such determination or calculation shall, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties, be made in accordance with IFRS.

(b) If the Borrower adopts a change in an accounting policy in the preparation of its financial statements in order to conform to accounting recommendations, guidelines, or similar pronouncements, or legislative requirements, and such change would reasonably be expected to cause an amount required to be determined for the purposes of any of the financial calculations or financial terms hereunder (each a **Financial Term**) to be materially different than the amount that would be determined without giving effect to such change, the Borrower shall so notify the Lender, describing the nature of the change and its effect on the current and immediately prior year’s financial statements.

(c) Upon the delivery of a written notice pursuant to Section 1.4(b), the Borrower and the Lender shall meet to consider the impact of such change in accounting policy (in each case, an **Accounting Change**) on the applicable Financial Terms and shall in good faith negotiate to execute and deliver an amendment or amendments to this Agreement in order to preserve and protect the intended impact or application of such Financial Terms; provided that, until this Agreement has been amended in accordance with the foregoing, then for all purposes hereof, the Accounting Change shall be disregarded hereunder and any amount required to be determined hereunder shall, nevertheless, continue to be determined under the Borrower’s prior accounting policy, as applicable. For the purposes of this Section 1.4, the Borrower and the Lender acknowledge that the amendment or amendments to this Agreement are to provide substantially the same rights and protection to the Borrower and the Lender as is intended by this Agreement as prior to the applicable Accounting Change. If the Borrower and the Lender do not (for any reason whatsoever) mutually agree (in their respective sole discretions, without any obligation to so agree) on such amendment or amendments to this Agreement within 60 days following the date of delivery of such written notice, the Borrower shall either continue to provide financial statements as provided prior to the applicable Accounting Change or provide such financial information as is reasonably required (or requested by the Lender acting reasonably) in order for any Financial Term required to be determined hereunder to be determined in accordance with the Borrower’s prior accounting policy and, for all purposes hereof, the applicable changes in accounting policy shall be disregarded

hereunder and any Financial Term required to be determined hereunder shall, nevertheless, continue to be determined under the Borrower's prior accounting policy.

(d) If a Compliance Certificate is delivered in respect of a Fiscal Quarter or Fiscal Year in which an Accounting Change is implemented without giving effect to any revised method of calculating the Financial Term, and subsequently, as provided above, the method of calculating the Financial Term is revised in response to such Accounting Change, or the amount to be determined pursuant to the Financial Term is to be determined without giving effect to such Accounting Change, the Borrower shall deliver a revised Compliance Certificate. Any Event of Default which arises as a result of the Accounting Change and which is cured by this Section 1.4 shall be deemed never to have occurred. Each accounting term used in this Agreement, unless otherwise defined herein, has the meaning assigned to it under IFRS throughout the relevant period and relevant prior periods.

1.5 References to Agreements and Enactments

Reference herein to any agreement, instrument, licence or other document shall be deemed to include reference to such agreement, instrument, licence or other document as the same may from time to time be amended, modified, supplemented or restated in accordance with the provisions of this Agreement; and reference herein to any enactment shall be deemed to include reference to such enactment as re-enacted, amended or extended from time to time and to any successor enactment.

1.6 *Per Annum* Calculations

Unless otherwise stated, wherever in this Agreement reference is made to a rate "per annum" or a similar expression is used, such rate shall be calculated on the basis of a calendar year of 365 days.

1.7 Amendment, Restatement and Assumption of Agency

The Borrower, and TD Bank in its capacity as Agent and sole Lender each acknowledge and agree that, as of the Effective Date:

(a) the provisions of the Existing Credit Agreement are amended, modified and restated in their entirety on the terms and conditions, and in the form, of this Agreement and, as so amended, modified and restated, are ratified and confirmed;

(b) all rights, obligations and indebtedness which have arisen and remain outstanding under the Existing Credit Agreement as of the Effective Date including all "Outstandings" as defined in the Existing Credit Agreement shall, subject only to the effect of the amendments and modifications to the Existing Credit Agreement effected by this Agreement, continue in full force and effect as rights, obligations and indebtedness under this Agreement, all in accordance with and subject to the provisions herein set forth; provided that: (i) nothing in this Agreement shall constitute a new loan or loans or the provision of new credit or the effective repayment (except for the repayment of the Term Facility (as defined in the Existing Credit Agreement) with the proceeds of the Credit Facility as contemplated herein) and readvance or replacement of such "Outstandings" as of the Effective Date, and the liability of the Borrower in respect of such "Outstandings" shall be and be deemed to be continued under and governed by this Agreement from and after the Effective Date; and (ii) all such "Outstandings" under each of the "Credit Facilities" (as defined in the Existing Credit Agreement) provided under the Existing Credit Agreement shall be deemed to be Outstandings under the Credit Facility provided under this Agreement from and after the Effective Date;

(c) effective as of the Effective Date, all of the rights, interests, titles, responsibilities, duties, and obligations of TD Bank in its capacity as Agent under the Existing Credit Agreement and the other Loan Documents shall be, and shall be deemed to be, vested in, and granted, assigned, transferred, conveyed and delivered to TD Bank in its capacity as Lender;

(d) TD Bank is authorized to (a) enter into such customary assignment documentation, (b) give appropriate notices, (c) makes appropriate filings and (d) take any other reasonable actions necessary to effect to the succession of TD Bank in its capacity as Lender to the rights, interests, titles, responsibilities, duties and obligations of TD Bank in its capacity as Agent; and the Borrower shall (and shall ensure that each Material Subsidiary shall) authorize, complete, execute, or file any and all Security, filings, instruments, agreements, or other documents and take any other reasonable action requested by TD Bank to evidence, memorialize, or otherwise effectuate the succession of TD Bank in its capacity as Lender to the interests, titles, responsibilities, duties and obligations of TD Bank in its capacity as Agent;

(e) nothing contained herein shall modify TD Bank's rights (in its capacity as Agent) under (a) Sections 11.2 (*Taxes*), 12.1 (*Expenses; Indemnity; Damage Waiver*); 12.2 (*Judgment Currency*); 13.3 (*Exculpatory Provisions*); or 13.5 (*Indemnification of Agent*); or (b) any other provision of the Existing Credit Agreement or the other Loan Documents that (i) provides for the payment of costs and expenses, exculpation or indemnification of TD Bank in its capacity as Agent, (ii) accrues to the benefit of any retiring or resigning Agent in respect of any actions taken or omitted to be taken by the retiring or resigning Agent while the retiring or resigning Agent was acting as an Agent or (iii) expressly survives the resignation of the Agent; provided that, for certainty, TD as Lender shall, from and after the Effective Date, accrue and have the benefit of the foregoing provisions of this Agreement and the other Loan Documents; and

(f) subject to the foregoing, TD Bank as Agent will cease to be party to this Agreement as of the Effective Date.

1.8 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule A	-	Lender and Commitment
Schedule B	-	[Reserved]
Schedule C	-	Compliance Certificate
Schedule D	-	Conversion/Rollover/Repayment Notice
Schedule E	-	Drawdown Notice
Schedule F	-	Extension Request
Schedule G-1	-	Loan Guarantee
Schedule G-2	-	General Security Agreement
Schedule H	-	Organizational Information
Schedule I	-	Material Contracts

ARTICLE 2
CREDIT FACILITY

2.1 Establishment of Credit Facility

(a) **Credit Facility**. Subject to the terms of this Agreement, the Lender hereby agrees to establish in favour of the Borrower a revolving facility to be made available by the Lender in a maximum aggregate principal amount equal to the Commitment (the **Credit Facility**);

(b) **Types of Loans**. The Borrower may obtain Advances under the Credit Facility by way of:

(i) Prime Loans;

(ii) USBR Loans;

(iii) LIBO Rate Loans;

(iv) Bankers' Acceptances; and

(v) Letters of Credit,

provided that, subject to Section 6.4, at no time shall the Equivalent Amount in Cdn. Dollars of the Outstanding Principal under the Credit Facility exceed the Commitment;

(c) **Availability**. The Outstanding Principal under the Credit Facility may revolve and the Borrower may borrow, repay and re-borrow Advances in accordance with this Agreement prior to the Maturity Date; subject always to the proviso in Section 2.1(b).

(d) **Purpose**. Advances under the Credit Facility shall be used only for working capital requirements, Capital Expenditures, the Borrower's share of participation survey expenses, normal course issuer bids and dividends, repayment of amounts owing under the "Term Facility" (as defined in the Existing Credit Agreement) and other lawful general corporate purposes of the Borrower Group permitted by this Agreement, including Permitted Acquisitions. Advances under the Credit Facility may not be used directly or indirectly to fund or otherwise fund any redemption, repurchase or optional prepayment of Subordinated Debt.

2.2 Extensions

(a) The Borrower may, at its option, and provided that no Default or Event of Default has occurred and is continuing, by delivering to the Lender an Extension Request together with the information required pursuant to Section 8.1(e)(iii), request the Lender to extend the Maturity Date for an additional period of up to one year, provided that this request cannot be made more than 90 days or less than 60 days before any anniversary of the date hereof (each, an **Anniversary Date**). Any Extension Request not delivered as aforesaid shall be ineffective and shall be deemed not to have been given to or received by the Lender for the purpose of this Section 2.2.

(b) Promptly after receipt from the Borrower of an executed Extension Request, the Lender shall, within 30 days of the applicable Anniversary Date (the **Election Date**) either:

(i) notify the Borrower in writing that the request for extension has been approved in which case the Maturity Date shall be extended for up to one year as specified in the notice of extension from the then existing Maturity Date; or

(ii) notify the Borrower in writing that the request for extension has been denied in which case the Maturity Date shall not be extended,

provided that if the Lender fails to so advise the Borrower by the Election Date, then the Lender shall be deemed to have advised the Borrower that it will not agree to extend the Maturity Date. The determination of the Lender whether or not to extend the Maturity Date shall be made by the Lender in its sole discretion.

(c) Clauses (a) and (b) of this Section 2.2 shall apply from time to time to permit successive extensions to the Maturity Date.

2.3 Drawdowns – Notices and Limitations

The Borrower may request Drawdowns upon the following terms and conditions:

(a) the Borrower may request a Drawdown under the Credit Facility as follows:

(i) in the case of a Prime Loan or a USBR Loan, on an overdraft basis or by delivering a Drawdown Notice to the Lender before 9:00 a.m. (Calgary time) at least one Banking Day prior to the requested Drawdown Date;

(ii) in the case of a Bankers' Acceptance, by delivering a Drawdown Notice to the Lender before 9:00 a.m. (Calgary time) at least two Banking Days prior to the requested Drawdown Date;

(iii) in the case of a LIBO Rate Loan, by delivering a Drawdown Notice to the Lender before 9:00 a.m. (Calgary time) at least three Banking Days prior to the requested Drawdown Date; and

(iv) in the case of a Letter of Credit, by delivering (A) a Drawdown Notice to the Lender and (B) a Letter of Credit Application to the Lender, in each case at least three Banking Days prior to the requested Drawdown Date (or such shorter period as may be agreed to by the Lender in its sole discretion).

(b) each Drawdown by the Borrower shall be requested and made available in minimum amounts of not less than:

(i) in the case of a Prime Loan or USBR Loan, Cdn. $1,000,000 or U.S. $1,000,000 (other than Prime Loans or USBR Loans provided on an overdraft basis);

(ii) in the case of a LIBO Rate Loan, U.S. $3,000,000 and in multiples of U.S. $100,000 thereafter; and

(iii) in the case of Bankers' Acceptances, Cdn. $1,000,000 and in multiples of Cdn. $100,000 thereafter.

(c) In addition to the foregoing, the Borrower may obtain Drawdowns by way of overdrafts arising from electronic funds transfers or clearance of cheques or drafts drawn on the Canadian Dollar accounts and United States Dollar accounts of the Borrower maintained with the Lender and designated by the Lender for such purpose. Such drawdowns by way of overdraft shall be deemed to be outstanding as Prime Loans and USBR Loans, respectively, under the Credit Facility and all references to Prime Loans and USBR Loans (as applicable) shall include such overdrafts. For certainty, notwithstanding this Section 2.3 or Section 6.3, no Drawdown Notice need be delivered by the Borrower in respect of such overdrafts.

(d) Drawdowns will only be made available if all applicable conditions precedent in Section 3.2 are or will be satisfied on or before the requested Drawdown Date.

2.4 Rollovers and Conversions - Notices and Limitations

(a) The Borrower may request Rollovers and Conversions upon the following terms and conditions:

(i) the Borrower may request a Rollover or Conversion by delivering a Conversion Rollover/Repayment Notice with the same prior notice period that would apply if it were obtaining a Drawdown of the relevant type and amount of Loan;

(ii) the Borrower may request a Rollover or Conversion of part only of a Loan, provided that:

(A) each Loan resulting from such Rollover or Conversion is not less than the relevant Drawdown minimum specified in Section 2.3(b),

(B) any portion of an existing LIBO Rate Loan or Bankers' Acceptances which is not rolled over or converted shall be repaid in accordance with the provisions hereof, and

(C) the Borrower may not convert a portion only of an outstanding Loan unless both the unconverted portion and converted portion of such Loan are equal to or exceed, in the relevant currency of each such portion, the minimum amounts required for Drawdowns of Loans of the same type as that portion as set forth in Section 2.3(b);

(iii) in respect of Conversions of a Loan denominated in one currency to a Loan denominated in another currency, the Borrower shall at the time of the Conversion repay the Loan or portion thereof being converted in the currency in which it was denominated;

(iv) a Rollover/Conversion shall not result in an increase in Outstanding Principal; increases in Outstanding Principal may only be effected by Drawdowns;

(v) a Rollover or Conversion of a LIBO Rate Loan may occur only on the last day of the relevant Interest Period for such LIBO Rate Loan (unless the Borrower pays the breakage costs to the Lender in accordance with Section 6.5(a));

(vi) no Rollover of or Conversion into a LIBO Rate Loan or Bankers' Acceptance may occur if a Default or Event of Default is then in existence; and

(vii) a Rollover or Conversion of a Bankers Acceptance may occur only on the maturity date for such Bankers' Acceptance.

(b) In anticipation of the expiry of each Interest Period for each LIBO Rate Loan, the Borrower shall do one or a combination of the following:

(i) request a Rollover of all or part of such LIBO Rate Loan in accordance with Section 2.4(a);

(ii) request a Conversion of all or part of such LIBO Rate Loan in accordance with Section 2.4(a); or

(iii) repay all or part of such LIBO Rate Loan before 12:00 noon (Calgary time) on the last day of such Interest Period with notice in accordance with Section 6.3.

If and to the extent that the Borrower fails to so notify the Lender, or to so pay the relevant LIBO Rate Loan in accordance with the foregoing, the Borrower shall be deemed to have requested a Conversion into a USBR Loan in an amount equal to that portion of the LIBO Rate Loan which is not rolled over, converted or repaid.

(c) In anticipation of the maturity of any Bankers' Acceptances, the Borrower shall, subject to and in accordance with the requirements hereof, do one or a combination of the following with respect to the aggregate face amount at maturity of all such Bankers' Acceptances:

(i) (A) request a Rollover of the maturing Bankers' Acceptances in accordance with Section 2.4(a), and (B) on the maturity date of the maturing Bankers' Acceptances, pay to the Lender any amount that the Borrower is required to pay under Section 5.4;

(ii) (A) request a Conversion of the maturing Bankers' Acceptances to another type of Loan in accordance with Section 2.4(a), and (B) on the maturity date of the maturing Bankers' Acceptances pay to the Lender an amount equal to the aggregate face amount of such Bankers' Acceptances; or

(iii) on the maturity date of the maturing Banker's' Acceptances, pay to the Lender an amount equal to the aggregate face amount of such Bankers' Acceptances with notice in accordance with Section 6.3.

If and to the extent that the Borrower fails to notify the Lender or pay the relevant Bankers' Acceptances in accordance with the foregoing, the Borrower shall be deemed to have requested a Conversion into a Prime Loan in an amount equal to that portion of the Bankers' Acceptances which is not rolled over, converted or repaid.

2.5 Optional Reduction of Commitments

The Borrower may, at its option, permanently reduce the Commitments under the Credit Facility by cancelling all or any part of the undrawn portion of the Credit Facility, provided that:

(a) the Borrower shall provide the Lender with at least three Banking Days' prior written notice of any such cancellation;

(b) each such cancellation shall be a minimum of Cdn. $3,000,000 and in whole multiples of Cdn. $1,000,000 thereafter;

(c) any cancellation notice shall be irrevocable; and

(d) any such cancellation shall comply with the prepayment requirements in Section 6.3, if applicable.

2.6 Loans - General

(a) Loans shall be made in such currency and at the time and in the manner requested by the Borrower, subject to this Agreement and upon fulfilment of all conditions precedent to the making of such Loans.

(b) No Loans shall be made except on a Banking Day.

(c) All Loans by the Lender and all payments by the Borrower hereunder shall be made to the Lender's Accounts in immediately available freely transferable funds. The Borrower shall open and maintain the Borrower's Account for the purpose of receiving Loans and making payments, repayments and prepayments under this Agreement.

(d) The Lender shall open and maintain books of account evidencing all Advances and all other amounts owing by the Borrower to the Lender hereunder. The Lender shall enter in the foregoing books of accounts details of all applicable amounts from time to time owing, paid or repaid by the Borrower hereunder. The information entered in the foregoing books of accounts shall constitute *prima facie* evidence of the Outstandings owing from time to time by the Borrower to the Lender hereunder.

2.7 [Reserved]

2.8 Hedging With Lender

Each Swap Lender may elect to enter into Lender Hedge Agreements with the Borrower or any other Borrower Group Obligor, and all Secured Swap Obligations shall at all times be secured by the Security and rank *pari passu* with the Outstandings.

2.9 Hostile Acquisitions

In the event the Borrower wishes to utilize all or any portion of the proceeds of any Advances to, or to provide funds to any Person to, finance an offer to acquire (which shall include an offer to purchase equity securities, solicitation of an offer to sell equity securities, an acceptance of an offer to sell equity securities, whether or not the offer to sell was solicited, or any combination of the foregoing) more than 20% of the outstanding equity securities of any Person (the **Hostile Target**), whether directly or indirectly, then prior to or concurrently with delivery to the Lender of any Drawdown Notice pursuant to Section 2.3 requesting such Advances, the Borrower shall provide to the Lender evidence satisfactory to the Lender (acting reasonably) that the board of directors or like body of the Hostile Target, or the holders of all of the equity securities of the Hostile Target, has or have approved, accepted, or recommended to the equity security holders acceptance of, the proposed takeover. The requirements in this Section 2.9 may only be waived or amended with the consent of the Lender, which consent may be withheld in the Lender's sole discretion.

2.10 Letters of Credit

(a) Subject to the terms of this Agreement, the Lender agrees to issue Letters of Credit for the account of and if so requested by the Borrower from time to time; provided that, at no time shall the aggregate undrawn face amount of all Letters of Credit issued by the Lender exceed Cdn. $1,000,000. The issuance of each Letter of Credit shall constitute a Drawdown hereunder and shall reduce the availability of the Credit Facility by the undrawn face amount of such Letter of Credit. Notwithstanding the foregoing, no Letter of Credit will be issued, increased or extended:

(i) unless such Letter of Credit is:

(A) a standby or documentary letter of credit; and

(B) in form and substance acceptable to the Lender in its sole discretion; or

(ii) if such issuance, increase, or extension would cause the Outstanding Principal under the Credit Facility to exceed the Commitment in effect at such time; or

(iii) if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Lender from issuing, increasing or extending such Letter of Credit, or any Applicable Law or any request (whether or not having the force of law) from any Governmental Authority shall prohibit, or request that the Lender refrain from, the issuance, increase or extension of letters of credit generally or such Letter of Credit in particular or shall impose upon the Lender with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Lender is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the Lender any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the Lender in good faith deems material to it; or

(iv) if the issuance, increase or extension of such Letter of Credit would violate one or more policies of the Lender that are generally applicable to letters of credit.

(b) Unless the Lender otherwise agree, each Letter of Credit shall expire not later than the earlier of one (1) year from the date of issue and the then Maturity Date of the Lender, but may be extended pursuant to Section 2.2 and may extend beyond such Maturity Date provided the Borrower complies with Section 6.5(c). Letters of Credit issued hereunder by the Lender shall be in a form satisfactory to the Lender, acting reasonably and in accordance with its usual and customary practices and shall (a) in all cases with respect to letters of credit, be issued subject to either Uniform Customs & Practice for Documentary Credits, International Chamber of Commerce, Publication No. 600 (or any replacement thereof) or International Standby Practices ISP, International Chamber of Commerce Publication No.590 (or any replacement thereof) and (b) in all cases with respect to letters of guarantee, be issued subject to Uniform Customs & Practice of Demand Guarantees, International Chamber of Commerce, Publication No. 458 (or any replacement thereof).

(c) The Borrower may request that the Lender issue a Letter of Credit by delivering a notice to the Lender pursuant to Section 2.3 and by delivering to the Lender a letter of credit application and indemnity in the Lender's then customary form (as such form may be modified from time to time, the **Letter of Credit Application**), completed to the satisfaction of the Lender together with the proposed form of such Letter of Credit (which shall comply with the applicable requirements set forth herein) and such other certificates, documents and other papers and information as the Lender may reasonably request; provided that in the event of a conflict between this Agreement and the Letter of Credit Application, this Agreement shall govern with respect to such conflict.

(d) Within three (3) Banking Days following the date on which the Lender shall have received the notice pursuant to Section 2.3 and the Lender shall have received the Letter of Credit Application including the proposed form of the Letter of Credit and such additional certificates, documents and other papers and information as the Lender may have reasonably requested in satisfaction of all conditions to the issuance thereof, the Lender shall, provided all other conditions precedent contained in this Agreement have been complied with or waived, issue such Letter of Credit.

(e) The Borrower may request the extension or renewal of a Letter of Credit issued under this Section 2.10 in the manner detailed under this Section 2.10.

(f) In the event that any drawing shall be made under any Letter of Credit issued under this Agreement:

(i) the Lender shall promptly notify the Borrower of such payment and of the amount thereof; and

(ii) the Borrower shall pay to the Lender the amount of any such drawing on the date of such drawing, failing which the payment by the Lender of such drawing shall be deemed to constitute the making of a Prime Loan (if the applicable Letter of Credit is denominated in Canadian Dollars) or a USBR Loan (if the applicable Letter of Credit is denominated in U.S. Dollars) to the Borrower by the Lender.

(g) Each of the Borrower and the Lender agrees that, in paying any drawing under a Letter of Credit, the Lender shall not have any responsibility to obtain any document (other than as expressly required by such Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of any person delivering any such document. The Lender shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telex or similar writing) believed by it to be genuine or to be signed by the proper party or parties.

(h) The obligations of the Borrower hereunder with respect to all Letters of Credit shall be absolute, unconditional and irrevocable and shall not be reduced by any event, circumstance or occurrence, including any lack of validity or enforceability of a Letter of Credit, or any draft paid or acted upon by the Lender or any of its correspondents being fraudulent, forged, invalid or insufficient in any respect (except with respect to their gross negligence or wilful misconduct or payment under a Letter of Credit other than in substantial compliance therewith), or any set-off, defenses, rights or claims which the Borrower may have against any beneficiary or transferee of any Letter of Credit. The obligations of the Borrower hereunder shall remain in full force and effect and shall apply to any alteration to or extension of the expiration date of any Letter of Credit or any Letter of Credit issued to replace, extend or alter any Letter of Credit.

(i) The Borrower shall indemnify and save harmless the Lender against all claims, losses, costs, expenses or damages to the Lender arising out of or in connection with any Letter of Credit, the issuance thereof, any payment thereunder or any action taken by the Lender or any other person in connection therewith, including all costs relating to any legal process or proceeding instituted by any party restraining or seeking to restrain the issuer of a Letter of Credit or the Lender from accepting or paying any amount under or in connection with any such Letter of Credit, except as a result of the Lender's gross negligence or wilful misconduct. The Borrower also agrees that the Lender shall not have any liability to it for any reason in respect of or in connection with any Letter of Credit, the issuance thereof, any payment thereunder or any other action taken by the Lender or any other person in connection therewith, except as a result of the Lender's gross negligence or wilful misconduct.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 Conditions for Closing

As conditions precedent to this Agreement becoming effective, the following conditions shall be satisfied:

(a) ***Fees and Expenses****:* all fees and expenses previously agreed in writing between the Borrower and the Lender shall have been paid by the Borrower;

(b) ***Financial Information and KYC**:* the Borrower shall have delivered to the Lender the following, in form and substance satisfactory to the Lender, in sufficient time prior to the Effective Date to allow the Lender to review:

(i) unaudited consolidated Financial Statements for the Borrower for the Fiscal Quarter ended September 30, 2020;

(ii) a *pro forma* Compliance Certificate in form and substance satisfactory to the Lender, acting reasonably, evidencing compliance on a Pro Forma Basis with the Financial Covenants;

(iii) pro forma consolidated financial projections for the Borrower on a Pro Forma Basis as of the Effective Date to the Maturity Date, including balance sheet, income statement, statement of cash flows, covenant calculations (demonstrating compliance with Financial Covenants as at and for the end of the most recently completed 12-month period for which financial information is available), with quarterly breakdowns; and

(iv) all "know-your-client" documentation or any analogous materials required by the Lender, including under AML Legislation;

(c) ***Lien Searches**:* the Lender (or its counsel) shall have received results of a recent Lien search in each of the jurisdictions where the Borrower Group Obligors are organized and assets of the Borrower Group Obligors are located, and such search shall reveal no Liens on any of the assets of the Borrower Group Obligors except for Liens permitted under this Agreement or discharged on or prior to the Effective Date pursuant to documentation satisfactory to the Lender;

(d) ***No Default, Event of Default or Material Adverse Change:*** no Default or Event of Default shall have occurred and be continuing, and no Material Adverse Change shall have occurred since September 30, 2020, and the Lender shall have received an Officer's Certificate of the Borrower certifying same;

(e) ***Representations and Warranties**:* the representations and warranties in Article 7 and in any other Loan Documents shall be true, complete and correct on and with effect from the date of this Agreement, and the Lender shall have received an Officer's Certificate of the Borrower certifying same;

(f) ***Execution and Delivery of Loan Documents**:* the Lender shall have received the following, in form and substance satisfactory to the Lender:

(i) a copy of this Agreement, duly executed by the Borrower;

(ii) a copy of the confirmation of Loan Guarantees and Security Documents attached hereto (the **Confirmation**), duly executed by each Material Subsidiary; and

(iii) to the extent not previously delivered, each other Loan Document required by this Agreement to be delivered on or before the Effective Date;

(g) ***Due Diligence**:* the Lender shall have completed a review of and been satisfied with the results of their due diligence in respect of the Borrower and each other Borrower Group Obligor;

(h) ***Acknowledgement from Second Lien Creditors***: the Lender shall have received a duly executed consent and acknowledgement from the Second Lien Creditors, acknowledging

and consenting to the amendment and restatement set forth herein and the continued application of the Second Lien Intercreditor Agreement to this Agreement;

(i) ***Corporate Information:*** the Borrower shall have delivered to the Lender the following, in form and substance satisfactory to the Lender:

(i) an Officer's Certificate of each Borrower Group Obligor certifying (among other things) (A) a copy of the requisite corporate or partnership resolutions in respect of each of the Borrower Group Obligors authorizing the execution, delivery and performance by it of the Loan Documents to which it is a party, (B) incumbency of officers for each of the Borrower Group Obligors and (C) copies of all relevant constating documents, by-laws, partnership or similar relevant documents; and

(ii) certificates of good standing (or equivalents) in respect of the Borrower Group Obligors;

(j) ***Legal Opinions****:* the Lender shall have received a legal opinion from Borrower's Counsel and a legal opinion from Lender's Counsel, each in form and substance satisfactory to the Lender in their its discretion;

(k) ***Withdrawal Letter****:* the Lender shall have received a withdrawal letter from ATB Financial under the Existing Credit Agreement, confirming that ATB Financial is not continuing as a lender under this Agreement, in a form satisfactory to the Lender (acting reasonably);

(l) ***Term Facility Repayment***: all Outstandings under the "Term Facility" (as such term is defined in the Existing Credit Agreement) shall be repaid in full from the proceeds of the Credit Facility; and

(m) ***Other Documents and Assurances****:* the Lender shall have received all such other documents and assurances as the Lender may reasonably request.

3.2 Conditions for All Drawdowns

On or before each Drawdown Date hereunder, the following conditions shall be satisfied:

(a) the Lender shall have received a proper and timely Drawdown Notice from the Borrower requesting the Drawdown;

(b) the representations and warranties set forth in Article 7 shall be true and accurate in all material respects on and as of the date of the requested Drawdown (except those which relate solely to an earlier date, which representations and warranties shall be true and correct on and as of such earlier date);

(c) no event, circumstance or condition has occurred since the date of the most recent annual Financial Statements delivered to the Lender (or since the Effective Date if no annual Financial Statements have previously been delivered to the Lender) that has a Material Adverse Effect or constitutes a Material Adverse Change;

(d) no Default or Event of Default shall have occurred and be continuing nor shall the Drawdown result in the occurrence of any such event;

(e) after giving effect to a proposed Drawdown under the Credit Facility, the Outstanding Principal under the Credit Facility shall not exceed the Commitment; and

(f) in the case of a proposed Drawdown (other than a Drawdown by way of a Letter of Credit), after giving effect to such proposed Drawdown and the application of proceeds thereof, the Borrower would not have any Excess Cash.

3.3 Waiver

The conditions set forth in Sections 3.1 and 3.2 are inserted for the sole benefit of the Lender and may be waived by the Lender, in whole or in part (with or without terms or conditions) without prejudicing the right of the Lender at any time to assert such waived conditions in respect of any subsequent Drawdown.

ARTICLE 4
PAYMENTS OF INTEREST AND FEES

4.1 Interest on Prime Loans

Subject to Section 4.8, the Borrower shall pay interest in Canadian Dollars on each Prime Loan to the Lender on each Prime Loan outstanding from time to time at a rate per annum equal to the Prime Rate in effect from time to time plus the Applicable Pricing Margin. Such interest shall accrue daily and shall be payable monthly in arrears on the third Banking Day of each month and shall be calculated on the principal amount of the Prime Loan outstanding on each such day during such period on the basis of the actual number of days elapsed in a year of 365 days. Changes in the Prime Rate shall cause an immediate adjustment of the interest rate applicable to such Loans without the necessity of any notice to the Borrower.

4.2 Interest on USBR Loans

Subject to Section 4.8, the Borrower shall pay interest in US Dollars on each USBR Loan to the outstanding from time to time at a rate per annum equal to the U.S. Base Rate in effect from time to time plus the Applicable Pricing Margin. Such interest shall accrue daily and shall be payable monthly in arrears on the third Banking Day of each month and shall be calculated on the principal amount of the USBR Loan outstanding on each such day during such period on the basis of the actual number of days elapsed in a year of 365 days. Changes in the U.S. Base Rate shall cause an immediate adjustment of the interest rate applicable to such Loans without the necessity of any notice to the Borrower.

4.3 Interest on LIBO Rate Loans

Subject to Section 4.8, the Borrower shall pay interest to the Lender on each LIBO Rate Loan outstanding during each Interest Period applicable thereto at a rate per annum, calculated on the basis of a 360 day year, equal to the LIBO Rate with respect to such Interest Period plus the Applicable Pricing Margin. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or the preceding Rollover Date, Conversion Date or Interest Payment Date, as the case may be, for such Loan to and including the day preceding such Interest Payment Date and shall be calculated on the principal amount of the LIBO Rate Loan outstanding during such period and on the basis of the actual number of days elapsed divided by 360.

4.4 Stamping Fees

Upon the acceptance by the Lender of a Bankers' Acceptance, the Borrower shall pay to the Lender for the account of the Lender a stamping fee in Cdn. Dollars equal to the Applicable Pricing Margin calculated on the principal amount at maturity of such Bankers' Acceptance and for the period of time from and including the date of acceptance to but excluding the maturity date

of such Bankers' Acceptance and calculated on the basis of the number of days elapsed in a year of 365 days.

4.5 Letter of Credit Fees

Subject to Section 4.8, the Borrower shall pay to the Lender an issue fee in Cdn. Dollars equal to the Applicable Pricing Margin for each Letter of Credit issued under the Credit Facility on the date of payment of such issue fee. Such issue fee shall accrue daily and shall be payable by the Borrower quarterly in arrears on (a) each Quarterly Instalment Date, and shall be calculated based on 100% of the face amount of each such Letter of Credit and on the basis of the number of days such Letter of Credit was outstanding in a year of 365 days. In addition, the Borrower shall pay to the Lender at the time of the issuance, amendment or transfer of any Letter of Credit under the Credit Facility, the Lender's standard documentary and administrative charges for issuing, amending or transferring Letters of Credit of a similar amount, term and risk.

4.6 Standby Fees

(a) The Borrower shall pay to the Lender a standby fee in Cdn. Dollars calculated at a rate per annum equal to the Applicable Pricing Margin (based on a year of 365 days) on the amount, if any, for each day by which the amount of the Outstanding Principal owing to the Lender is less than the Commitment of the Lender. Fees determined in accordance with this Section shall accrue daily from and after the date hereof and be payable by the Borrower in accordance with Section 4.6(b) until the earlier of cancellation in full of the undrawn portion of the Credit Facility and the Maturity Date.

(b) The standby fees referred to in Sections 4.6(a) shall accrue daily from the first day of each Fiscal Quarter until the last day of each Fiscal Quarter and shall be due and payable quarterly in arrears for the immediately preceding calendar quarter on each Quarterly Instalment Date.

(c) In order to calculate the daily Outstanding Principal under this Section 4.6 for any day in a calendar month, the Lender shall convert any Loans in U.S. Dollars into the Equivalent Amount thereof (based on the Exchange Rate for such day).

4.7 [Reserved]

4.8 Default Interest

Notwithstanding any other provision hereof, if, at any time, (a) any Outstandings due hereunder are not paid when due (whether at stated maturity, upon any early repayment date, upon acceleration or otherwise or (b) any Event of Default has occurred and is continuing, the Borrower shall pay interest on the principal amount of all Outstandings hereunder (including Letters of Credit) at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent not prohibited by Applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

4.9 General Interest Provisions

(a) Each determination by the Lender of the Prime Rate, U.S. Base Rate, LIBO Rate or CDOR Rate in effect at any time shall be conclusive and binding for all purposes of this Agreement, absent manifest error.

(b) Each determination by the Lender of the amount of interest, fees or other amounts due from the Borrower hereunder shall be conclusive and binding for all purposes of this Agreement, absent manifest error.

(c) All interest, fees and other amounts payable by the Borrower hereunder shall accrue daily, be computed as described herein, and be payable both before and after demand, maturity, default and judgment.

(d) To the extent permitted by Applicable Law, the covenant of the Borrower to pay interest at the rates provided herein shall not merge in any judgment relating to any obligation of the Borrower to the Lender and any provision of the *Interest Act* (Canada) or *Judgment Interest Act* (Alberta) which restricts any rate of interest set forth herein shall be inapplicable to this Agreement and is hereby waived by the Borrower.

(e) No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by Applicable Law. In the event that such interest or fee exceeds such maximum rate, such interest or fees shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under Applicable Law.

(f) Whenever a rate of interest hereunder is calculated on the basis of a year (the **deemed year**) which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(g) The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after maturity, default and judgment. The rates of interest specified in this Agreement are intended to be nominal rates and not effective rates. Interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

(h) The Borrower represents, acknowledges and confirm that each of the Borrower Group Obligors is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out herein and under the other Loan Documents, and irrevocably agrees to not, and agrees to cause each of the Subsidiaries to not, plead or assert by way of defence or otherwise, in any proceeding related to the Loan Documents, that the interest payable under the Loan Documents and the calculation thereof has not been adequately disclosed to the Borrower or any Subsidiary, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other Applicable Law or principle.

4.10 Restatement of Ratio

If the Borrower has delivered a Compliance Certificate certifying financial results or ratios that are subsequently found to be inaccurate in any way as a result of the Borrower's financial results having to be restated or if the Borrower's financial results or ratios were inaccurately reflected in the original Financial Statements upon which such Compliance Certificate was based or for any other reason and the result thereof is that the reported Total Debt to Adjusted EBITDA Ratio was lower than it otherwise would have been in the absence of such inaccuracy or prior to such restatement, then the Borrower will, immediately upon the correction of such inaccuracy or upon such restatement, pay to the Lender an amount equal to the interest, stamping fees, issuance fees and standby fees that the Lender should have received, but did not receive, over the applicable period had the originally reported Total Debt to Adjusted EBITDA Ratio, and the underlying components thereof, been reported correctly in the first instance.

ARTICLE 5
BANKERS' ACCEPTANCES

5.1 Form and Execution of Bankers' Acceptances

The following provisions shall apply to each Bankers' Acceptance hereunder:

(a) the face amount at maturity of each draft drawn by the Borrower to be accepted as a Bankers' Acceptance shall be at least in the amounts set out in Section 2.3(b)(iii);

(b) the term to maturity of each draft drawn by the Borrower to be accepted as a Bankers' Acceptance shall, subject to market availability as determined by the Lender, be 1, 2, 3 or 6 months (or such other longer or shorter term as agreed by the Lender), as selected by the Borrower in the relevant Drawdown Notice or Conversion/Rollover/Repayment Notice, and each Bankers' Acceptance shall be payable and mature on the last day of the Interest Period selected by the Borrower for such Bankers' Acceptance;

(c) each draft drawn by the Borrower and presented for acceptance by the Lender shall be drawn on the standard form of the Lender in effect at the time;

(d) subject to Section 5.1(d), Bankers' Acceptances shall be signed by duly authorized officers of the Borrower or, in the alternative, the signatures of such officers may be mechanically reproduced in facsimile thereon and Bankers' Acceptances bearing such facsimile signatures shall be binding on the Borrower as if they had been manually executed and delivered by such officers on behalf of the Borrower; notwithstanding that any person whose manual or facsimile signature appears on any Bankers' Acceptance may no longer be an authorized signatory for the Borrower on the date of issuance of a Bankers' Acceptance, such signature shall nevertheless be valid and sufficient for all purposes as if such authority had remained in force at the time of such issuance and any such Bankers' Acceptance shall be binding on the Borrower; and

(e) in lieu of the Borrower signing Bankers' Acceptances in accordance with Section 5.1(d) and, for so long as the power of attorney in Section 5.2(a) is in force with respect to the Lender, the Lender shall execute and deliver Bankers' Acceptances on behalf of the Borrower in accordance with the provisions in the power of attorney referred to in Section 5.2(a) and, for certainty, all references herein to drafts drawn by the Borrower, Bankers' Acceptances executed by the Borrower or similar expressions shall be deemed to include Bankers' Acceptances executed in accordance with such power of attorney.

It is intended that pursuant to the DBNA, all Bankers' Acceptances accepted by the Lender under this Agreement will be issued in the form of a "depository bill" (as defined in the DBNA), deposited

with a “clearing house” (as defined in the DBNA including The Canadian Depository for Securities Ltd. or its nominee CDS & Co.). In order to give effect to the foregoing, the Lender will, subject to the approval of the Borrower, establish and notify the Borrower of any additional procedures, consistent with the terms of this Agreement and the DBNA, as are reasonably necessary to accomplish such intention, including:

(a) any instrument held by the Lender for the purposes of Bankers’ Acceptances will have marked prominently and legibly on its face and within its text, at or before the time of issue, the words “This is a depository bill subject to the *Depository Bills and Notes Act* (Canada)”;

(b) any reference to the authentication of the Bankers’ Acceptance will be removed; and

(c) any reference to the “bearer” will be removed and such Bankers’ Acceptances will not be marked with any words prohibiting negotiation, transfer or assignment of it or of an interest in it.

5.2 Power of Attorney

(a) As a condition precedent to the Lender’s obligation to accept Bankers’ Acceptances hereunder, the Borrower hereby appoints the Lender, acting by any authorized signatory of the Lender in question, the attorney of the Borrower:

(i) to sign for and on behalf and in the name of the Borrower as drawer, drafts in the Lender’s standard form which are depository bills as defined in the DBNA, payable to a “clearing house” (as defined in the DBNA) including The Canadian Depository For Securities Limited or its nominee, CDS & Co. (the **clearing house**);

(ii) for drafts which are not depository bills, to sign for and on behalf and in the name of the Borrower as drawer and to endorse on its behalf, Bankers’ Acceptances drawn on the Lender payable to the order of the undersigned or payable to the order of the Lender;

(iii) to fill in the amount, date and maturity date of such Bankers’ Acceptances; and

(iv) to deposit and/or deliver such Bankers’ Acceptances which have been accepted by the Lender,

provided that such acts in each case are to be undertaken by the Lender in question strictly in accordance with instructions given to the Lender by the Borrower as provided in this Section. For certainty, signatures of any authorized signatory of the Lender may be mechanically reproduced in facsimile on Bankers’ Acceptances in accordance herewith and such facsimile signatures shall be binding and effective as if they had been manually executed by such authorized signatory of the Lender.

Instructions from the Borrower to the Lender relating to the execution, completion, endorsement, deposit and/or delivery by that Lender on behalf of the Borrower of Bankers’ Acceptances which the Borrower wishes to submit to the Lender for acceptance by the Lender shall be communicated by the Borrower in writing to the Lender by delivery to the Lender of Drawdown Notices and Conversion/Rollover/Repayment Notices, as the case may be, in accordance with this Agreement.

The communication in writing by the Borrower to the Lender of the instructions set out in the Drawdown Notices and Conversion/Rollover/Repayment Notices referred to above

shall constitute (a) the authorization and instruction of the Borrower to the Lender to sign for and on behalf and in the name of the Borrower as drawer the requested Bankers' Acceptances and to complete and/or endorse Bankers' Acceptances in accordance with such information as set out above and (b) the request of the Borrower to the Lender to accept such Bankers' Acceptances and deposit the same with the clearing house or deliver the same, as the case may be, in each case in accordance with this Agreement and such instructions. The Borrower acknowledges that the Lender shall not be obligated to accept any such Bankers' Acceptances except in accordance with the provisions of this Agreement.

The Lender shall be and it is hereby authorized to act on behalf of the Borrower upon and in compliance with instructions communicated to that Lender as provided herein if the Lender reasonably believes such instructions to be genuine. The Lender's actions in compliance with such instructions shall be conclusively deemed to have been in accordance with the instructions of the Borrower.

This power of attorney may be revoked by the Borrower at any time upon not less than 5 Banking Days' prior written notice served upon the Lender, provided that no such revocation shall reduce, limit or otherwise affect the obligations of the Borrower in respect of any Bankers' Acceptance executed, completed, endorsed, deposited and/or delivered in accordance herewith prior to the time at which such revocation becomes effective.

(b) If the power of attorney in Section 5.2(a) is revoked by the Borrower, the Borrower shall not be entitled to issue Bankers' Acceptances hereunder unless the Borrower and the Lender have agreed on amendments to the Agreement which would allow the Borrower to again issue Bankers' Acceptances.

(c) By 10:00 a.m. (Toronto time) on the applicable Drawdown Date, Conversion Date or Rollover Date, the Borrower shall, pursuant to the power of attorney in Section 5.2(a), be deemed to have authorized the Lender to sign on behalf of the Borrower, complete and accept, drafts drawn by the Borrower on the Lender in a principal amount at maturity equal to the Lender's share of the Bankers' Acceptances specified by the Borrower in the relevant Drawdown Notice or Conversion/Rollover/Repayment.

5.3 Mechanics of Issuance

(a) [Reserved]

(b) On each Drawdown Date, Rollover Date or Conversion Date involving the issuance of Bankers' Acceptances:

(i) on or about 10:15 a.m. (Toronto time) on such date, the Lender shall determine the CDOR Rate and the Discount Rate then applicable to bankers' acceptances in respect of an issue of bankers' acceptances in a comparable amount and with comparable maturity to the Bankers' Acceptances proposed to be issued on such date;

(ii) on or about 10:15 a.m. (Toronto time) on such date, the Lender shall determine the BA Discount Rate applicable to it;

(iii) the Lender shall complete and accept, in accordance with the Drawdown Notice or Conversion/Rollover/Repayment Notice delivered by the Borrower; and

(iv) in the case of a Drawdown, the Lender shall, for same day value on the Drawdown Date, remit the BA Discount Proceeds, payable by the Lender (net of the stamping fee payable to the Lender pursuant to Section 4.4) to the Borrower.

(c) The Lender may at any time and from time to time hold, sell, rediscount or otherwise dispose of any or all Bankers' Acceptances accepted and purchased by it for its own account.

5.4 Rollovers

In order to satisfy the continuing liability of the Borrower to the Lender for the face amount of maturing Bankers' Acceptances accepted by the Lender, the Lender shall receive and retain for its own account the BA Discount Proceeds of new Bankers' Acceptances issued on a Rollover, and the Borrower shall on the maturity date of the Bankers' Acceptances being rolled over pay to the Lender an amount equal to the difference between the face amount of the maturing Bankers' Acceptances and the BA Discount Proceeds from the new Bankers' Acceptances, together with the stamping fees to which the Lender is entitled pursuant to Section 4.4.

5.5 Conversion into Bankers' Acceptances

In respect of Conversions into Bankers' Acceptances, in order to satisfy the continuing liability of the Borrower to the Lender for the amount of the converted Loan, the Lender shall receive and retain for its own account the BA Discount Proceeds of the Bankers' Acceptances issued upon such Conversion, and the Borrower shall on the Conversion Date pay to the Lender an amount equal to the difference between the principal amount of the converted Loan and the aggregate BA Discount Proceeds from the Bankers' Acceptances issued on such Conversion, together with the stamping fees to which the Lender is entitled pursuant to Section 4.4.

5.6 Conversion from Bankers' Acceptances

In order to satisfy the continuing liability of the Borrower to the Lender for an amount equal to the aggregate face amount of the maturing Bankers' Acceptances converted to another type of Loan, the Lender shall record the obligation of the Borrower to the Lender as a Loan of the type into which such continuing liability has been converted.

ARTICLE 6
PAYMENTS

6.1 Mandatory Scheduled Repayments

Except to the extent that the Outstandings in respect of the Credit Facility are required to be repaid at any earlier date pursuant to the terms hereof, on the Maturity Date, the Borrower shall repay all Outstandings owing to the Lender under the Credit Facility.

6.2 Mandatory Repayments from Asset Sales, Insurance Proceeds, Subordinated Debt and Excess Cash

(a) If any Borrower Group Member disposes of any of its property, assets or undertaking (other than any dispositions in the ordinary course of business) and does not either re-invest the net cash proceeds from such dispositions into assets used in the business of the Borrower Group or apply such proceeds to prepay the Outstandings within 6 months of the receipt of such net cash proceeds, then, within five (5) Banking Days after the end of such 6 month period, the Borrower shall prepay the Outstandings in an amount equal to all such net cash proceeds which are not so re-invested.

(b) If any Borrower Group Member receives any net cash proceeds of any property or casualty insurance and does not re-invest such net cash proceeds into tangible assets used in the business of the Borrower Group within 6 months of the receipt of such proceeds, then, within five (5) Banking Days after the end of such 6 month period, the Borrower shall repay the Outstandings in an amount equal to all such net cash proceeds which are not so re-invested.

(c) If any Borrower Group Member incurs any Subordinated Debt (excluding the Cdn.$10,000,000 in principal amount in Second Lien Debt outstanding on the Effective Date), then, within five (5) Banking Days after the receipt of the cash proceeds of incurrence thereof (net of all commissions, underwriting fees, reasonable legal and accounting fees and other customary expenses incurred in connection with such incurrence), the Borrower shall repay the Outstandings in an amount equal to all such net cash proceeds.

(d) Net cash proceeds required to be applied to repay the Outstandings under this Section 6.2 shall be applied to repay the Credit Facility. For certainty, such repayment shall not constitute a permanent reduction of the Commitment under the Credit Facility.

(e) If on any day the Borrower Group Members have Excess Cash and the Outstanding Principal exceeds the Equivalent Amount of Cdn.$2,500,000, then, within five (5) Banking Days thereafter, the Borrower shall repay the Outstanding Principal under the Credit Facility in an aggregate amount equal to the lesser of (a) the amount of such Excess Cash on the date of such repayment; and (b) such amount which would, after giving effect to such repayment, result in the Outstanding Principal under the Credit Facility to be less than or equal to the Equivalent Amount of Cdn.$2,500,000. Notwithstanding the foregoing, the Borrower shall not be obligated to repay the Outstanding Principal under the Credit Facility if (x) such Excess Cash is held for the purposes of any Permitted Acquisition or Distribution permitted under Section 8.2(c), and (y) the Permitted Acquisition or Distribution permitted under Section 8.2(c), as the case may be, is completed and such Excess Cash is paid in respect of such Permitted Acquisition or Distribution permitted under Section 8.2(c) within five (5) Banking Days of the day on which the Borrower Group Members have Excess Cash.

6.3 Optional Repayment

The Borrower may, without penalty and at any time and from time to time, repay to the Lender the whole or any part of any Loan together with accrued interest thereon to the date of such repayment; provided that:

(a) in anticipation of any repayment of any Loan, the Borrower shall give a Conversion/Rollover/Repayment Notice to the Lender at least three Banking Days prior to any such repayment;

(b) repayments pursuant to this Section may only be made on a Banking Day;

(c) unless the Borrower pays breakage costs pursuant to Section 6.5(a), each such repayment may only be made on the last day of the applicable Interest Period with regard to a LIBO Rate Loan that is being repaid;

(d) a Bankers' Acceptance may only be repaid on its maturity, but may be collateralized in accordance with Section 6.5(b); and

(e) a Letter of Credit may only be repaid if it is returned for cancellation, but may be cash collateralized in accordance with Section 6.5(c).

6.4 Currency Excess

(a) If the Lender determines that the aggregate Outstanding Principal of the outstanding Loans under any Credit Facility exceeds the maximum amount of such Credit Facility (the amount of such excess is herein called the **Currency Excess**), then, upon written request by the Lender (which request shall detail the applicable Currency Excess), the Borrower shall either repay sufficient Outstandings to remove the Currency Excess or collateralize the Currency Excess in accordance with Section 6.4(b) within (i) if the Currency Excess exceeds 2% of the maximum amount of the Credit Facility, five Banking Days and (ii) in all other cases, on the next Drawdown Date, Rollover Date or Conversion Date.

(b) If and to the extent that the Borrower does not make sufficient repayments to eliminate such Currency Excess (the remainder thereof being herein called the **Currency Excess Deficiency**), the Borrower shall place an amount equal to the Currency Excess Deficiency on deposit with the Lender in an interest-bearing account with interest at rates prevailing at the time of deposit for the account of the Borrower, to be held and applied to maturing Bankers' Acceptances or LIBO Rate Loans (converted if necessary at the exchange rate for determining the Equivalent Amount on the date of such application). The Lender is hereby irrevocably directed by the Borrower to apply any such sums on deposit to maturing Bankers' Acceptances or LIBO Rate Loans as provided in the preceding sentence. Upon the Currency Excess being eliminated as aforesaid or by virtue of subsequent changes in the exchange rate for determining the Equivalent Amount, then, provided no Default or Event of Default is then continuing, such funds on deposit, together with interest thereon, shall be returned to the Borrower.

6.5 Additional Repayment Terms

(a) If (i) any LIBO Rate Loan is repaid or converted on other than the last day of the applicable Interest Period or (ii) the Borrower fails for any reason to prepay, borrow, continue or convert any LIBO Rate Loan on the date or in the amount notified by the Borrower, the Borrower shall, within three Banking Days after notice is given by the Lender, pay to the Lender all costs, losses, premiums and expenses incurred by the Lender as a result of such circumstances, including any loss of anticipated profits, any foreign exchange losses, any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract, any customary administrative fees charged by the Lender in connection with the foregoing by reason of the liquidation or re-deployment of deposits or other funds or for any other reason whatsoever resulting from such circumstances. The Lender, upon becoming entitled to be paid such costs, losses, premiums and expenses, shall deliver to the Borrower, a certificate of the Lender certifying as to such amounts and, in the absence of manifest error, such certificate shall be conclusive and binding for all purposes.

(b) With respect to the prepayment or cash collateralization of unmatured Bankers' Acceptances required as a result of Section 6.3(d) or 10.4, the Borrower shall provide for the funding in full of such unmatured Bankers' Acceptances by paying to and depositing with the Lender cash collateral for each such unmatured Bankers' Acceptances equal to the face amount payable at maturity thereof; such cash collateral deposited by the Borrower shall be held by the Lender in an interest-bearing cash collateral account with interest to be credited to the Borrower at rates prevailing at the time of deposit for similar accounts with the Lender. Such cash collateral account shall be assigned to the Lender as security for the obligations of the Borrower in relation to such Bankers' Acceptances and the security of the Lender thereby created shall rank in priority to all other Liens and adverse claims against such cash collateral. Such cash collateral shall be applied to

satisfy the obligations of the Borrower for such Bankers' Acceptances as they mature and the Lender is hereby irrevocably directed by the Borrower to apply any such cash collateral to such maturing Bankers' Acceptances. Amounts held in such cash collateral accounts may not be withdrawn by the Borrower without the consent of the Lender; however, interest on such deposited amounts shall be for the account of the Borrower and may be withdrawn by the Borrower so long as no Default or Event of Default is then continuing. If after maturity of the Bankers' Acceptances for which such funds are held and application by the Lender of the amounts in such cash collateral accounts to satisfy the obligations of the Borrower hereunder with respect to the Bankers' Acceptances being repaid, any excess remains, such excess shall be promptly paid by the Lender to the Borrower so long as no Default or Event of Default is then continuing.

(c) With respect to the cash collateralization of an undrawn Letter of Credit required as a result of Section 6.3(e) or 10.4, the Borrower shall provide for the funding in full of such undrawn Letter of Credit by paying to and depositing with the Lender either cash collateral for each such undrawn Letter of Credit equal to 103% of the undrawn face amount thereof or a back-to-back letter of credit equal to 103% of the undrawn face amount thereof (and otherwise in a form and from an issuer satisfactory to the Lender in its sole discretion); such cash collateral deposited by the Borrower shall be held by the Lender in an interest-bearing cash collateral account with interest to be credited to the Borrower at rates prevailing at the time of deposit for similar accounts with the Lender. Such cash collateral account shall be assigned to the Lender as security for the obligations of the Borrower in relation to such Letter of Credit and the security of the Lender thereby created shall rank in priority to all other Liens and adverse claims against such cash collateral. Such cash collateral shall be applied to satisfy the obligations of the Borrower for such Letter of Credit if drawn and the Lender is hereby irrevocably directed by the Borrower to apply any such cash collateral (or the proceeds of any back-to-back letter of credit) to such Letter of Credit to the extent same is drawn. Amounts held in such cash collateral accounts may not be withdrawn by the Borrower without the consent of the Lender; however, interest on such deposited amounts shall be for the account of the Borrower and may be withdrawn by the Borrower so long as no Default or Event of Default is then continuing. If after expiry or cancellation of any Letters of Credit for which such funds are held and application by the Lender of the amounts in such cash collateral accounts (or the proceeds of any back-to-back letter of credit) to satisfy the obligations of the Borrower hereunder with respect to the Letters of Credit to the extent drawn, any excess remains, such excess shall be promptly paid by the Lender to the Borrower (or the back-to-back letter of credit shall be promptly returned by the Lender to the Borrower) so long as no Default or Event of Default is then continuing.

6.6 Payments – General

(a) All payments of principal, interest, fees and other amounts to be made by the Borrower pursuant to this Agreement shall be made unconditionally and without set off, defense, counterclaim or other reduction of any type, in the currency in which the Loan is outstanding for value on the day such amount is due, and if such day is not a Banking Day, on the Banking Day next following, by deposit or transfer thereof to the Lender's Accounts. Notwithstanding anything to the contrary expressed or implied in this Agreement, the receipt by the Lender in accordance with this Agreement of any payment made by the Borrower for the account of the Lender shall, insofar as the Borrower's obligations to the Lender are concerned, be deemed also to be receipt by the Lender.

(b) The Borrower authorizes and directs the Lender to automatically debit the Borrower's Account for all amounts payable by the Borrower under this Agreement, including the repayment of principal and the payment of interest and fees and all charges agreed to by the Borrower for the maintaining of the Borrower's Account. The Lender shall, as soon as

is practical after making any such debit, inform the Borrower of the amount thereof and provide reasonable details of the calculation thereof.

(c) Unless otherwise specifically provided for herein, if any payment required hereunder shall become due and payable on a day which is not a Banking Day, such payment shall be made on the next following Banking Day and any extension of time shall in such case be included in computing interest payable hereunder relating to such payment.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties

The Borrower represents and warrants as follows to the Lender and acknowledges and confirms that the Lender is relying upon such representations and warranties:

(a) **Status**. Each of the Borrower Group Members are corporations duly incorporated or partnerships duly formed, and validly existing under the laws of their respective jurisdictions of incorporation or formation, as applicable. Each of the Borrower Group Members has all necessary corporate or partnership (as applicable) capacity, power and authority to own, lease and operate its respective properties and assets and carry on its respective business as presently carried on, and each is duly licensed, registered or qualified in all jurisdictions where the character of its property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary or desirable, except where the failure to be so licensed, registered or qualified would not have a Material Adverse Effect.

(b) **Authority**. Each of the Borrower Group Obligors has full corporate or partnership (as applicable) capacity, power and authority to enter into this Agreement and each of the other Loan Documents to which it is a party and to do all acts and execute and deliver all other documents as are required hereunder or thereunder to be done, observed or performed by it or them in accordance with their respective terms.

(c) **Valid Authorization**. Each of the Borrower Group Obligors has taken all necessary corporate or partnership (as applicable) action to authorize the creation, execution and delivery of, and performance of its respective obligations under, this Agreement and each of the other Loan Documents to which it is a party, and this Agreement and each of the other Loan Documents, when signed and delivered, have or will have been duly executed and delivered in accordance with such corporate or partnership action (as applicable).

(d) **Validity and Enforceability**. This Agreement constitutes, and each other Loan Document constitutes or, when executed and delivered, each of the other Loan Documents will constitute, valid and legally binding obligations of each of the Borrower Group Obligors that is a party thereto, enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights, and to general principles of equity, including the fact that specific performance is an equitable remedy, available only in the discretion of the court.

(e) **No Violation, Breach, Conflict etc**. Neither the execution and delivery of this Agreement or any other Loan Document, nor compliance with the terms and conditions of any of them:

(i) has resulted, or will result, in a violation of the articles, by-laws or other constating or governing documents of any Borrower Group Obligor that is party

thereto or any resolutions passed by the directors, shareholders or partners (as applicable) of any Borrower Group Obligor;

(ii) has resulted, or will result, in a violation of any Applicable Law, rule, regulation, order, judgment, injunction, award or decree;

(iii) has resulted, or will result, in a breach of, or constitute a default under, any loan agreement, indenture, trust deed, Material Contract or any other agreement or instrument to which any Borrower Group Obligor is a party or by which it or any of its property, assets or undertaking are bound, or requires any consent thereunder other than such as has already been received, except to the extent that such breach, default or failure to have consent arises after (and not upon) the execution and delivery of the Loan Documents and would not have a Material Adverse Effect;

(iv) requires any approval or consent of any Governmental Authority having jurisdiction, other than such as has already been obtained; or

(v) has resulted or will result, in the creation of, or the obligation to create, any Lien on, against or in respect of any of the property, assets or undertaking of any Borrower Group Obligor except as expressly permitted or contemplated hereby.

(f) **Authorizations**. All Governmental Authorizations, approvals, consents, licences, exemptions, filings, registrations, notarizations and other requirements of any Governmental Authority or any other Person reasonably necessary to, or in connection with, the execution and delivery by the Borrower Group Obligors of, and performance of their respective obligations under, this Agreement and each of the other Loan Documents to which it is a party, and to carry on the businesses of the Borrower Group Members, have been obtained and are in full force and effect.

(g) **Ownership of Assets**. The Borrower Group:

(i) has good and marketable title to all of their property and assets, subject only to Permitted Liens and defects in title which are not general in application and which individually or in the aggregate do not materially detract from the value of such property and assets or any significant part thereof or materially impair the use of any thereof in the operation of the businesses of the Borrower Group; and

(ii) own, lease or have the lawful right to use all of the property, assets and undertaking necessary for the conduct of the businesses of the Borrower Group.

(h) **No Default**. No Default or Event of Default has occurred or is continuing.

(i) **Financial Condition**. The most recent audited and unaudited consolidated Financial Statements of the Borrower on a consolidated basis delivered to the Lender present fairly, in all material respects, the financial condition of the Borrower on a consolidated basis as at the date or dates thereof and the results of the consolidated operations thereof for the Fiscal Quarter or Fiscal Year then ending, all in accordance with IFRS, and since the date of the most recent Financial Statements delivered to the Lender, no event or circumstance has occurred and is continuing which would have a Material Adverse Effect.

(j) **Books and Records**. All books and records of the Borrower Group have been fully, properly and accurately kept and completed and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

(k) **Information Provided**. All information, materials and documents, including all projections, economic models, capital and operating budgets and other information and data:

(i) prepared and provided to the Lender by the Borrower Group as required by the terms of this Agreement, were true, complete and correct in all material respects as of the respective dates thereof or, in the case of projections, were prepared in good faith based upon reasonable assumptions; and

(ii) prepared by Persons other than the Borrower Group and provided to the Lender by or on behalf of the Borrower in respect of the transactions contemplated by this Agreement, or as required by the terms of this Agreement, were, to the Knowledge of the Borrower, true, complete and correct in all material respects as of the respective dates thereof or, in the case of projections, were prepared in good faith based upon reasonable assumptions.

(l) **Litigation**. There are no actions, suits, proceedings or Environmental Claims pending or, to the Knowledge of the Borrower, threatened against or affecting any Borrower Group Member in respect of which there is a reasonable possibility of a determination adverse to any Borrower Group Member and, if adversely determined, would have a Material Adverse Effect.

(m) **Compliance with Laws**. The Borrower Group and their respective businesses and operations are in compliance with all Applicable Laws (including all applicable Environmental Laws); all applicable directives, judgments, decrees, injunctions and orders rendered by any Governmental Authority or any court of competent jurisdiction; its and their constating or governing documents (including partnership agreements) and by-laws; all material agreements or instruments to which it is a party or by which any of its property or assets are bound; and any employee benefit plans, except for any of the foregoing, any non-compliance that would not have a Material Adverse Effect.

(n) **Taxes**. Each of the Borrower Group Members has duly filed on a timely basis all tax returns required to be filed and have paid all Taxes which are due and payable, and have paid all assessments and reassessments and all Other Taxes, governmental charges, governmental royalties, penalties, interest and fines claimed against them, other than those which, in each case, are subject to a Permitted Contest. Each of the Borrower Group Members has made adequate provision for, and all required instalment payments have been made in respect of, Taxes and Other Taxes in all material amounts payable for the current period for which returns are not yet required to be filed. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any material tax return by them or the payment of any material Taxes or Other Taxes. There are no actions or proceedings being taken by any Governmental Authority to enforce the payment of any Taxes or Other Taxes by them, other than those which are subject to a Permitted Contest.

(o) **Insurance**. All insurance policies required to be maintained by each of the Borrower Group pursuant to Section 8.1(g) have been obtained and are in full force and effect, and such insurance policies comply with the requirements of Section 8.1(g).

(p) **Environmental Matters.**

(i) The Borrower Group and their respective properties, assets and undertakings taken as a whole comply in all respects and the businesses, activities and operations of same and the use of such properties, assets and undertakings and the processes and undertakings performed thereon comply in all respects with all

Environmental Laws except to the extent that failure to so comply would not have a Material Adverse Effect.

(ii) No Borrower Group Member has received written notice and, except as previously disclosed to the Lender in writing, the Borrower has no Knowledge, of any facts which could give rise to any notice of non-compliance with any Environmental Laws, which non-compliance has or would have a Material Adverse Effect and have not received any notice that any Borrower Group Member is a potentially responsible party for a federal, provincial, regional, municipal or local clean up or corrective action in connection with their respective properties, assets and undertakings where such clean up or corrective action would have a Material Adverse Effect.

(q) **Full Disclosure**. There is no information of which the Borrower has Knowledge which has not been fully disclosed to the Lender which would have a Material Adverse Effect or cause the information referred to in Section 7.1(k) to be incorrect or misleading in any material respect.

(r) **Organizational Information**. Schedule H (as updated from time to time by the Borrower) sets forth (i) the names and jurisdictions of incorporation, continuance or formation of each of the Borrower Group Members, (ii) the details of ownership of the outstanding shares or ownership interests of each Borrower Group Member, (iii) the chief executive offices, registered offices and locations where each Borrower Group Member carries on business or stores inventory or other tangible personal property and (iv) whether each Borrower Group Member is a Material Subsidiary or a Minor Subsidiary.

(s) **EBITDA; Ownership of Assets.**

(i) Consolidated Total Revenues, adjusted to exclude all Minor Subsidiaries, are equal to at least 95% of Consolidated Total Revenues; and

(ii) Borrower Group Obligors directly own at least 95% of Consolidated Total Assets.

(t) **Intellectual Property**. The Borrower Group possesses all permits, licenses, patents, patent rights or licenses, trademarks, trademark rights, trade names rights, and copyrights which are required for the conduct of their businesses, except where the failure to possess such would not have a Material Adverse Effect.

(u) **Solvency.** As at the Effective Date, the Borrower Group taken as a whole is Solvent.

(v) **Labour Matters**. There are no strikes, work stoppages, slowdowns or lockouts existing, pending (or, to the Knowledge of any Borrower Group Member, threatened) against or involving the Borrower Group, except for those that would not, in the aggregate, have a Material Adverse Effect. There is no collective bargaining or similar agreement with any union, labour organization, works council or similar representative covering any employee of the Borrower Group, no petition for certification or election of any such representative is existing or, to the Knowledge of each Borrower Group Member, pending with respect to any employee of the Borrower Group and to the Knowledge of each Borrower Group Member, no such representative has sought certification or recognition with respect to any employee of the Borrower Group.

(w) **Material Contracts**. Schedule I (as updated from time to time by the Borrower) lists all of the Material Contracts and no default has occurred and is continuing under any Material Contract.

(x) **Security**. The Security Documents create in favour of the Lender for the benefit of the Secured Parties a good and valid security interest upon the Collateral purported to be encumbered thereby, subject only to Permitted Liens.

(y) **Use of Proceeds**. The Borrower shall use the Credit Facility solely for the purposes described in Section 2.1(d),

(z) **Sanctions; Anti-Corruption Laws; Anti-Money Laundering/Anti-Terrorist Financing Laws**.

(i) No part of the proceeds of any Drawdown nor drawings under any Letter of Credit will be used, directly or, to the knowledge of the Borrower or any Subsidiary after due inquiry, indirectly, to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person in any manner that would result in any violation by any Person (including the Lender) of (A) any Sanctions or (B) applicable regulations, rules and executive orders administered by any Sanctions Authority.

(ii) None of the Borrower nor any of its Subsidiaries (A) is, or will become a Sanctioned Person or (B) knowingly after due inquiry engages or will engage in any dealings or transactions, or is or will be otherwise knowingly, after due inquiry, associated, with any Sanctioned Person that would result in any violation of (x) any Sanctions or (y) applicable regulations, rules and executive orders administered by any Sanctions Authority.

(iii) To its knowledge, after due inquiry, each of the Borrower and its Subsidiaries is, and has conducted its business, in compliance in all respects with all Sanctions and all applicable regulations, rules and executive orders administered by any Sanctions Authority.

(iv) To its knowledge, after due inquiry, each of the Borrower and its Subsidiaries is, and has conducted its business, in compliance in all material respects with all Anti-Money Laundering/Anti-Terrorist Financing Laws.

(v) The Borrower and its Subsidiaries, to the Borrower's knowledge after due inquiry, are not the subject of any investigation, inquiry or enforcement proceedings by any Governmental Authority regarding any offense or alleged offense under any Anti-Corruption Laws or Anti-Money Laundering/Anti-Terrorist Financing Laws in which there is a reasonable possibility of an adverse decision and, to the Borrower's knowledge after due inquiry, no such investigation, inquiry or proceeding is pending or has been threatened.

(vi) Each of the Borrower and its Subsidiaries, to the Borrower's knowledge after due inquiry, is, and has conducted its business, in compliance in all material respects with all Anti-Corruption Laws. No part of the proceeds of any Drawdown or any drawings under any Letter of Credit has been used or will be used, directly or, to the knowledge of the Borrower or any Subsidiary after due inquiry, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in a governmental capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any Anti-Corruption Laws.

7.2 Deemed Repetition

On the date of any Drawdown made by the Borrower pursuant thereto:

(a) each of the representations and warranties contained in Section 7.1 shall be true and correct as if made on such date of such Drawdown (except if a representation or warranty is made as of a specific date only); and

(b) the Borrower shall be deemed to have represented to the Lender that, except as has otherwise been notified to the Lender in writing and has been waived in accordance herewith, no Default or Event of Default has occurred and is continuing nor will any such event occur as a result of the aforementioned Drawdown.

7.3 Other Loan Documents

All representations, warranties and statements of any Borrower Group Obligor contained in any other Loan Document delivered pursuant hereto or thereto shall be deemed to constitute representations and warranties made by the Borrower to the Lender under Section 7.1.

7.4 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as of a specific date only.

7.5 Nature of Representations and Warranties

The representations and warranties set out in this Agreement or deemed to be made pursuant hereto shall survive the execution and delivery of this Agreement and the making of each Drawdown, notwithstanding any investigations or examinations which may be made by the Lender or Lender's Counsel. Such representations and warranties shall survive until this Agreement has been terminated.

ARTICLE 8
GENERAL COVENANTS

8.1 Positive Covenants

So long as any Outstandings exist or the Credit Facility is available hereunder, the Borrower covenants and agrees with the Lender that:

(a) **Payment and Performance**. The Borrower shall duly and punctually pay the principal of all Loans, all interest thereon and all fees and other amounts required to be paid by the Borrower hereunder at the times and in the manner specified hereunder and the Borrower shall, and shall cause each of the other Borrower Group Members to, perform and observe all of their respective obligations under this Agreement and under any other Loan Document to which it or any other Borrower Group Member is a party.

(b) **Existence and Conduct of Business**. The Borrower shall, and shall cause each of the other Borrower Group Members to:

(i) except as permitted by Section 8.2(g), maintain their respective corporate and partnership existences in good standing;

(ii) register and qualify, and remain duly registered and qualified, as a corporation or partnership authorized to carry on business under the laws of each jurisdiction in which the nature of any business transacted by it or the character of any property and assets owned or leased by it requires such registration and qualification, except where failure to obtain and maintain such registration or qualification would not have a Material Adverse Effect;

(iii) preserve and keep in full force and effect all franchises, licences, rights, privileges and permits necessary to enable the Borrower and each of the other Borrower Group Members to operate and conduct their respective businesses in accordance with good industry practice, except to the extent such failure to comply or to preserve or keep in full force and effect would not have a Material Adverse Effect; and

(iv) maintain, protect and defend title to all property and assets held by the Borrower or any other Borrower Group Member and take all such acts and steps as are necessary or advisable at any time from time to time to maintain such property and assets in good standing, except to the extent the failure to so maintain, protect and defend or to take any such acts or steps would not have a Material Adverse Effect.

(c) **Compliance with Applicable Laws and Material Contracts**. The Borrower shall, and shall cause each of the other Borrower Group Members to:

(i) carry on and conduct its business, and keep, maintain and operate its assets and properties, in accordance with all Applicable Laws and prudent industry practice, except where the failure to do so would not result in a Material Adverse Effect;

(ii) observe and conform to all requirements of any approval by any Governmental Authority relative to any of its properties and assets and all covenants, terms and conditions of all agreements upon or under which any of such properties or assets are held, except where the failure to do so would not result in a Material Adverse Effect; and

(iii) comply with all Material Contracts to which it is a party.

(d) **Material Litigation**. The Borrower shall promptly give written notice to the Lender of any litigation, proceeding, dispute or investigation affecting the Borrower Group involving a claim in excess of Cdn. $1,000,000, or in respect of which there is a reasonable possibility of a determination adverse to the Borrower Group and which, in the latter case, if adversely determined, would have a Material Adverse Effect, and shall from time to time furnish to the Lender all reasonable information requested by the Lender concerning the status of any such litigation, proceeding, dispute or investigation.

(e) **Financial Statements and Other Reporting**. The Borrower shall keep, and shall cause each of the other Borrower Group Members to keep, proper books of record and account in which full and correct entries shall be made in respect of the business, affairs, financial condition, property and assets of the Borrower Group Members, and shall deliver to the Lender:

(i) ***Annual Financial Statements:*** within 90 days after the end of each of its Fiscal Years (unless a shorter filing period is required by any Governmental Authority, in which case within 5 Banking Days after such shorter period), the audited annual Financial Statements of the Borrower on a consolidated basis, for each

such Fiscal Year, together with the notes thereto, all prepared in accordance with IFRS, together with an unqualified report of the Borrower's auditors thereon;

(ii) ***Quarterly Financial Statements:*** within 45 days after the end of each of its first, second and third Fiscal Quarters in each Fiscal Year (unless a shorter filing period is required by any Governmental Authority, in which case 5 Banking Days after such shorter period), the unaudited quarterly Financial Statements of the Borrower on a consolidated basis, for each such Fiscal Quarter, all in reasonable detail and stating in comparative form the figures for the corresponding date and period in the previous Fiscal Year, all prepared in accordance with IFRS and certified by the Borrower's president, chief executive officer, chief financial officer or vice president finance to present fairly, in all material respects, the consolidated financial condition of the Borrower;

(iii) ***Financial Projections:*** by the earlier of January 31 in each Fiscal Year or the date on which an extension request is made by the Borrower under Section 2.2, annual three year *pro forma* consolidated financial projections for the Borrower for such Fiscal Year including balance sheet, income statement, statement of cash flows, covenant calculations;

(iv) ***Other Statements and Reports:*** at the request of the Lender, copies of all proxy statements, information circulars, notices and reports as the Borrower shall send to its shareholders, and copies of all prospectuses, registration statements and material change reports (or the equivalent) filed on a non-confidential basis by or on behalf of the Borrower with Canadian or United States regulatory authorities (except, in the case of material change reports, to the extent notice of such change has otherwise been provided pursuant to Section 8.1(j));

(v) ***Compliance Certificate:*** concurrently with furnishing the Financial Statements pursuant to Sections 8.1(e)(i) and 8.1(e)(ii), a Compliance Certificate prepared by the Borrower together with updated Schedules H and I; and

(vi) ***Other Information:*** at the request of the Lender, such other information, reports, certificates or other matters affecting the business, affairs, financial condition, property or assets of the Borrower Group as the Lender may reasonably request.

The Financial Statements, budgets, descriptions, reports and other documents to be delivered pursuant to this Section 8.1(e) must be in a form and scope satisfactory to the Lender (acting reasonably) and may be delivered by transmitting an electronic version of the same to the Lender and confirming receipt thereof by the Lender and the ability of the Lender to access the same; provided that, in the case of Compliance Certificates, an original thereof shall be executed and delivered to the Lender promptly after such transmittal or notification.

(f) **Inspection**. At any reasonable time and from time to time upon reasonable prior notice and during reasonable business hours, each Borrower Group Member shall permit the Lender or any representative thereof (at the expense of the Borrower) to examine and make copies of and abstracts from the records and books of account of any Borrower Group Member and to visit and inspect the premises and properties of any of the Borrower Group and to discuss the affairs, finances and accounts of the Borrower Group with any of the officers or auditors and other professional advisors of the Borrower Group.

(g) **Insurance**. The Borrower shall, and shall cause each of the other Borrower Group Members to, maintain all-risks property insurance in connection with their respective assets and businesses (with the Lender named as first loss payee on all property and

casualty insurance) and other types of insurance, including business interruption insurance, and liability insurance with respect to claims for personal injury, death or property damage, with respect to the operation of their businesses (with the Lender named as additional insureds on all liability insurance), all in accordance with prudent industry standards and with creditworthy and reputable insurance companies in such amounts and with such deductibles as are in accordance with prudent industry standards. The Borrower shall, from time to time at the request of the Lender acting reasonably, promptly deliver to the Lender evidence of the insurance required to be maintained pursuant to this Section 8.1(g), including originals or copies as the Lender may request of policies, certificates of insurance, riders, endorsements and proof of premium payments.

(h) **Payment of Taxes and Other Amounts**. The Borrower shall, and shall cause each of the other Borrower Group Members to, from time to time, file all tax returns that are required to be filed, pay or cause to be paid, all rents, Taxes, Other Taxes, rates, levies, assessments (ordinary or extraordinary), governmental fees and dues, wages, workers' compensation arrangements, government royalties, pension fund obligations and any other amounts which may result in a Lien on their property and assets arising under statute or regulation (any of which being a **Levy**) and to make and remit all withholdings lawfully levied, assessed or imposed upon the Borrower, or any of the other Borrower Group Members or any of the assets of the Borrower, or any of the other Borrower Group Members, as and when the same become due and payable, except when and for so long as the validity of such Levy or withholding is subject to a Permitted Contest.

(i) **Notice of Default**. The Borrower shall deliver to the Lender, promptly and in any event within 5 Banking Days after becoming aware of the occurrence of a Default or an Event of Default, an Officer's Certificate describing in detail such Default or such Event of Default and specifying the steps, if any, being taken to cure or remedy the same.

(j) **Notice of Material Adverse Change or Material Adverse Effect**. The Borrower shall promptly notify the Lender of any event, circumstance or condition that has had or will have a Material Adverse Effect or that has constituted or will constitute a Material Adverse Change.

(k) **Priority of Outstandings**. The Borrower shall ensure that the Outstandings of the Borrower hereunder, and the obligations of each other Borrower Group Obligor under its Loan Guarantee, rank at least *pari passu* in right of payment with the most senior unsubordinated indebtedness for borrowed money of the Borrower or such other Borrower Group Obligor, as the case may be.

(l) **Compliance with Environmental Matters**. Without limiting the generality of Section 8.1(c), the Borrower shall, and shall cause each of the other Borrower Group Obligors to, conduct their business and operations so as to so comply at all times with all Environmental Laws, Environmental Permits and Environmental Orders, unless the failure to do so would not have a Material Adverse Effect.

(m) **Notice re Environmental Matters**. If any Borrower Group Member shall:

(i) receive or give any notice that a violation of any Environmental Law has or may have been committed or is about to be committed by any Borrower Group Member, or in respect of any of their property and assets;

(ii) receive any notice that a complaint, proceeding or order has been filed or is about to be filed against any Borrower Group Member, or in respect of any of their property and assets, alleging a violation of any Environmental Law; or

(iii) receive any notice requiring any Borrower Group Member, to take any action in connection with the Release of Hazardous Materials into the environment or alleging that any Borrower Group Member may be liable or responsible for costs associated with a response to, or to clean-up, a Release of Hazardous Materials into the environment, or any damages caused thereby;

the Borrower shall promptly provide the Lender with a copy of such notice and shall furnish to the Lender details of any action taken or proposed to be taken in respect of such notice and, from time to time, all reasonable information requested by the Lender relating to the same, other than where such violation, liability or responsibility would not have a Material Adverse Effect.

(n) **Notice of Environmental Damage**. The Borrower shall promptly provide the Lender with written notice of the discovery of any Release of Hazardous Materials into the environment from or upon the land or property of any Borrower Group Member, which Release would reasonably be expected to result in liability of the Borrower Group exceeding Cdn. $1,000,000 in aggregate in any Fiscal Year.

(o) **Environmental Audit**. Upon the occurrence or discovery of any circumstance, condition or event which, in the opinion of the Lender, acting reasonably, would reasonably be expected to result in any Environmental Claim which would have a Material Adverse Effect, the Lender may (unless such an audit is already being undertaken by the Borrower and the Lender is entitled to rely thereon) arrange, after consultation with the Borrower, for an environmental audit to be conducted by an independent environmental engineer or other environmental consultant at the expense of the Borrower in respect of such circumstance, condition or event. The Borrower shall, and shall cause each other Borrower Group Member to, upon reasonable notice, provide reasonable access to its property and assets in order for such engineer or consultant to conduct such environmental and other inspections as it deems advisable and in that connection to examine the books, records, assets, affairs and business operations of such Borrower Group Member and to make inquiries of governmental offices concerning compliance by such Borrower Group Member with Environmental Laws.

(p) **Further Assurances**. The Borrower, at its expense, shall, and shall cause each other Borrower Group Obligor to promptly cure any default by it in the execution and delivery of this Agreement or of any of the other Loan Documents to which it is a party, and after notice thereof from the Lender, promptly take all such further action, do all such further things and execute and deliver all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for compliance with, or accomplishment of, the covenants and agreements hereunder or to more fully state the obligations set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

(q) **Borrower Group Obligors**. The Borrower shall ensure at all times that:

(i) Borrower Group Obligors directly generate at least 95% of Consolidated Total Revenues; and

(ii) Borrower Group Obligors directly own at least 95% of Consolidated Total Assets.

(r) **Subordinated Debt**. The Borrower shall promptly provide the Lender with copies of all amendments, supplements and modifications to the Second Lien Loan Documents and all other agreements, documents and instruments otherwise relating to Subordinated Debt, and with all material notices and all material reports that the Borrower has delivered

to or received pursuant to or in connection with the Subordinated Debt to the extent not already delivered pursuant to this Agreement.

8.2 Negative Covenants

So long as any Outstandings exist or the Credit Facility is available hereunder, the Borrower covenants and agrees with the Lender that, without the prior written consent of the Lender:

(a) **Negative Pledge**. The Borrower shall not, and shall not permit any other Borrower Group Member to, create, issue, incur, assume, have outstanding or permit to exist any Liens on any of its or their present or future property, assets or undertaking, other than Permitted Liens.

(b) **Limitation on Debt**. The Borrower shall not, and shall not permit any other Borrower Group Member to, incur, assume or permit to exist any Debt other than Permitted Debt.

(c) **Limitation on Distributions**. The Borrower shall not, and shall not permit any other Borrower Group Member to:

(i) make any Distribution if the Senior Debt to Adjusted EBITDA Ratio is, or would be after giving effect to such Distribution (in each case on a Pro Forma Basis), greater than 2.00:1.00, provided that any Distributions constituting dividends paid in the ordinary course (excluding for certainty special dividends) paid by the Borrower to its shareholders shall not be subject to the requirements of this Section 8.2(c)(i);

(ii) make any Distribution if a Default or Event of Default has occurred and is continuing at the time of, or is reasonably expected to exist after giving effect to, the making of such Distribution; or

(iii) make any Distribution during the Modification Period except for Distributions contemplated by paragraph (c) of the definition thereof which are otherwise permitted by this Agreement (including, for certainty, paragraphs (i) and (ii) above),

other than a Distribution made by a Borrower Group Member to a Borrower Group Obligor.

(d) **Limitation on Dispositions**. The Borrower shall not, and shall not permit any other Borrower Group Member to, make any sale, exchange, lease, transfer or other disposition of any of its present or future property, assets or undertaking, except for Permitted Dispositions.

(e) **Limitation on Acquisitions**. The Borrower shall not, and shall not permit any other Borrower Group Member to, make any Acquisitions, other than Permitted Acquisitions.

(f) **Limitation on Financial Assistance**. The Borrower shall not, and shall not permit any other Borrower Group Member to, make any Investments in or provide any Financial Assistance to any Person, other than:

(i) Investments in or Financial Assistance to a Borrower Group Obligor;

(ii) Investments in cash and Cash Equivalents;

(iii) Permitted Acquisitions; and

(iv) Financial Assistance and other Investments that do not exceed, in the aggregate (A) Cdn. $500,000 during the Modification Period, or (B) Cdn. $2,000,000 at any time thereafter.

(g) **Limitation on Capital Expenditures**. The Borrower Group shall not, and shall not permit any other Borrower Group Member to, make any Capital Expenditures, except for Capital Expenditures which do not exceed (i) during the Modification Period, Cdn.$750,000 (net of proceeds received from any related dispositions) and (ii) otherwise, Cdn. $2,000,000 (net proceeds received form any related dispositions) in the aggregate in any Fiscal Year (including for certainty any Fiscal Year containing part or all of the Modification Period).

(h) **Restriction on Amalgamation etc.** The Borrower shall not, and shall not permit any other Borrower Group Member to, enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other Person (herein called a **Successor**) whether by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, dissolution, winding-up, merger, transfer, sale or otherwise (each a **Transaction**) unless all of the following conditions are met:

(i) such Person is a Borrower Group Member;

(ii) if the Transaction involves the Borrower, the Borrower is the continuing entity and the Successor is a Person organized and existing under the federal laws of Canada or the laws in force in a province in Canada;

(iii) if the Transaction involves a Borrower Group Obligor, a Borrower Group Obligor is the continuing entity and the Successor is a Person organized and existing under the federal laws of Canada or the laws in force in a province in Canada;

(iv) prior to or contemporaneously with the consummation of such Transaction:

(A) the Successor will be bound by or have assumed all the covenants and obligations of any applicable Borrower Group Obligor under all Loan Documents to which it is a party;

(B) the Loan Documents to which any applicable Borrower Group Obligor was a party immediately prior to entering into the Transaction, will be valid and binding obligations of the Successor, enforceable against the Successor and entitling the Lender, as against the Successor, to exercise all their rights under such Loan Documents; and

(C) the resulting creditworthiness of the Successor after such Transaction shall not be materially weaker than the creditworthiness of the Borrower, (if the Transaction involves the Borrower) or the applicable Material Subsidiary (if the Transaction does not involve the Borrower);

provided that the Successor shall also execute and/or deliver to the Lender such documents (including legal opinions of counsel to the Successor), if any, as may be requested by the Lender, acting reasonably, to effect or establish (A) and (B) above;

(v) such Transaction shall be on such terms and shall be carried out in such manner as will preserve and not impair any of the rights and powers of the Lender hereunder and under any other Loan Documents and not adversely affect the Lender; and

(vi) no Event of Default or Default shall have occurred and be continuing immediately prior to such Transaction or will occur as a result of such Transaction.

(i) **Limitation on Hedge Agreements**. The Borrower shall not, and shall not permit any other Borrower Group Member to, enter into any Hedge Agreements other than Interest Hedging Agreements, Currency Hedging Agreements and Commodity Hedging Agreements in the ordinary course of business on commercially reasonable terms; provided that: (i) no Hedge Agreement shall be entered into for speculative purposes, and (ii) each Hedge Agreement may only be entered into with creditworthy counterparties, as reasonably determined by the applicable Borrower Group Member at the time such Hedge Agreement is entered into.

(j) **Change of Business**. The Borrower shall not, and shall not permit any other Borrower Group Member to, materially change the nature of its business or operations, or conduct businesses or operations which are materially different from the businesses and operations carried on by the Borrower Group on the Effective Date.

(k) **Affiliate Transactions**. Except in respect of transactions between or among the Borrower Group Members, the Borrower shall not, and shall not permit any other Borrower Group Member to, enter into any contract, agreement or transaction whatsoever, including for the sale, purchase, lease or other dealing in any property or the provision of any services, with any Affiliate except upon terms that are not less favourable to the Borrower Group than it would obtain at the time in a comparable arm's length transaction with a Person that is not an Affiliate.

(l) **Surveys**. The Borrower shall not, and shall not permit any other Borrower Group Member to, engage in any seismic survey that is funded by the Borrower Group in an amount that exceeds 60% of the aggregate costs of such seismic survey.

(m) **Anti-Money Laundering/Anti-Terrorist Financing Laws; Sanctions; Anti-Corruption Laws Representations**. The Borrower will, and will cause its Subsidiaries to, conduct their respective business operations such that, and (within 90 days after the date hereof) have procedures in place which are designed to ensure that, the representations and warranties in Section 7.1(z) are true and correct at all times that this Agreement is in effect (and not just at, and as of, the times such representations and warranties are made or deemed to be made).

(n) **Prepayment of Second Lien Debt**. Notwithstanding the terms of any Second Lien Loan Document, the Borrower will not, and will not permit any of its Subsidiaries to make any redemption, repurchase or optional prepayment of Second Lien Debt (or any portion thereof), except:

(i) on the stated maturity thereof or

(ii) from proceeds derived from the issuance or incurrence of Equity Securities of the Borrower; provided that in each case, (x) such proceeds are immediately used to fund such repayment or prepayment or, if not so immediately used, are segregated into an account and are not used for any purpose other than to fund such repayment or prepayment,

provided in each case that no Default or Event of Default exists at the time of such prepayment.

(o) **Payment of Interest Under Second Lien Loan Documents**. Notwithstanding the terms of any Second Lien Loan Document or any other agreement, instrument or other

document providing for Subordinated Debt, the Borrower will not, and will not permit any other Borrower Group Member to, make any payments of interest in respect of Subordinated Debt if a Default or Event of Default has occurred and is continuing at the time of any such interest payment or would occur on a Pro Forma Basis giving effect to such payment and any other substantially concurrent transaction.

(p) **Amendments to Second Lien Loan Documents**. The Borrower will not, without the prior written consent of the Lender amend, restate, supplement or otherwise modify any Second Lien Loan Document (except for any such amendment, restatement, supplement or other modification that is solely of an administrative nature or provides for guarantees by any Material Subsidiary that also guarantees the Outstandings) if such amendment, restatement, supplement or modification would (a) contravene the provisions of this Agreement or the Second Lien Intercreditor Agreement, (b) result in the aggregate principal amount of the Second Lien Debt exceeding the amount set out in the definition thereof (other than as a result of capitalization of interest), (c) increase the applicable rate of interest under the Second Lien Loan Documents (excluding increases resulting from the accrual of interest at the default rate thereunder, if applicable), (d) add or increase any fees to the Second Lien Debt from those fees set forth in the Second Lien Loan Documents (as in effect on the date hereof), (e) increase the default rate that becomes due in connection with an event of default thereunder, (f) change to earlier dates any scheduled dates for payment of principal or of interest in respect thereof, (g) change any default or event of default provisions set forth in the Second Lien Loan Documents in a manner that is materially adverse to the Lender, (h) change the redemption, prepayment, repurchase, tender or defeasance provisions set forth in the· Second Lien Loan Documents (other than extensions in the times therefor) in a manner that would require a redemption, prepayment, repurchase, tender or defeasance not required pursuant to the terms of the Second Lien Loan Documents as of the date hereof or in a manner otherwise materially adverse to Lender, (i) modify the Second Lien Security in a manner that is materially adverse to the Lender except as expressly permitted pursuant to the terms and conditions of the Second Lien Intercreditor Agreement, (j) modify any financial covenant or negative covenant to make it more restrictive than those set forth in this Agreement, or (k) otherwise materially increase the obligations of any Borrower Group Member thereunder or confer additional rights on the Second Lien Creditors (or any of them) in a manner materially adverse to the Lender.

(q) **Limitation on Cash**. The Borrower Group Obligors shall not use the proceeds of any Drawdown to accumulate or maintain Excess Cash in one or more depository or investment accounts maintained by or on behalf of the Borrower Group Obligors (or otherwise accumulate and maintain the same in some other manner) excluding therefrom cash or cash equivalents previously accumulated or maintained therein in the ordinary course of business for a specified and legitimate business purpose (other than simply accumulating a cash reserve), and, for certainty, the Lender may refuse to make any requested Drawdown which the Lender, acting reasonably, determine would result in a contravention of this Section 8.2(q).

8.3 Financial Covenants

So long as any Outstandings exist or the Credit Facility is available hereunder, the Borrower covenants and agrees with the Lender that at all times:

(a) **Maximum Senior Debt to Adjusted EBITDA Ratio**. The Senior Debt to Adjusted EBITDA Ratio shall not be greater than:

(i) 4.25:1.00 from July 1, 2020 to September 30, 2020;

(ii) 5.50:1.00 from October 1, 2020 to March 30, 2021;

(iii) 5.00:1.00 from March 31, 2021 to June 29, 2021;

(iv) 4.25:1.00 from June 30, 2021 to September 29, 2021; and

(v) 3.00:1.00 from September 30, 2021 and thereafter.

(b) **Minimum Interest Coverage Ratio**. The Interest Coverage Ratio shall not be less than:

(i) 1.50:1.00, from the Effective Date to June 30, 2021;

(ii) 2.25:1.00, from July 1, 2021 to March 30, 2022;

(iii) 2.50:1.00, from March 31, 2022 to September 29, 2022; and

(iv) 3.00:1.00, from September 30, 2022 and thereafter.

8.4 Lender May Perform Covenants

If the Borrower fails to perform any covenants on its part herein contained for a period of 10 days after notice from the Lender to remedy the same, the Lender may give notice to the Borrower of such failure and if such covenant remains unperformed, the Lender may, in its discretion but need not, perform any such covenant capable of being performed by the Lender, and if the covenant requires the payment or expenditure of money, the Lender may, make such payments or expenditure and all sums so expended shall constitute credit advanced by the Lender for the benefit of the Borrower hereunder and shall be forthwith payable by the Borrower to the Lender and shall bear interest at the applicable interest rate provided in Section 4.6 for amounts due in Cdn. Dollars. No such performance, payment or expenditure by the Lender shall be deemed to relieve the Borrower of any default hereunder or under the other Loan Documents.

ARTICLE 9
SECURITY

9.1 Security

(a) As continuing collateral security for the Secured Obligations, the Borrower shall deliver to the Lender on behalf of the Secured Parties, the following Security Documents on or before the Effective Date (to the extent not previously delivered):

(i) a Loan Guarantee from each Material Subsidiary;

(ii) a General Security Agreement granted by each Borrower and each Material Subsidiary; and

(iii) a specific assignment of the Material Contracts, along with any third party consent and acknowledgement agreements as may be requested by the Lender.

(b) In addition, if and when a Person becomes a Material Subsidiary after the Effective Date, the Borrower shall deliver to the Lender on behalf of the Secured Parties a Loan Guarantee and a General Security Agreement duly executed by such Material Subsidiary (or such equivalent security as may be requested by the Lender in form and substance satisfactory to the Lender) within 15 days after it becomes a Material Subsidiary, together with all such related certificates, resolutions and opinions as the Lender may reasonably request.

(c) In addition, if and when the Borrower or Material Subsidiary enters into a Material Contract, the Borrower or such Material Subsidiary shall deliver to the Lender on behalf of the Secured Parties a specific assignment of such Material Contract, along with any third party consent and acknowledgment agreement as may be requested by the Lender (or such equivalent security as may be requested by the Lender in form and substance satisfactory to the Lender) within 15 days after the effective date of such Material Contract or such longer time as the Lender may agree to in its sole discretion, together with all such related certificates, resolutions and opinions as the Lender may reasonably request.

9.2 Material Subsidiaries

(a) The Borrower shall be entitled to, and shall promptly (to ensure compliance at all times with the definition of "Material Subsidiaries" and Section 8.1(q)), from time to time, by notice in writing to the Lender (together with reasonable particulars which demonstrate compliance with Section 8.1(q)), designate that:

(i) a Subsidiary which is a Minor Subsidiary and which is acceptable to the Lender shall become a Material Subsidiary; or

(ii) a Material Subsidiary shall cease to be a Material Subsidiary;

provided that:

(A) the Borrower shall not be entitled to designate that a Material Subsidiary shall cease to be a Material Subsidiary if (x) such Material Subsidiary is included in either paragraphs (a), (b) or (d) of the definition of Material Subsidiary or (y) a Default or an Event of Default would result from or exist immediately after such designation;

(B) each such designation notice referred to above shall be accompanied by an updated Schedule H;

(C) any general partner of a limited partnership that is a Material Subsidiary is required to be a Borrower Group Obligor for as long as it is the general partner of such Material Subsidiary and

(D) each Material Subsidiary is required to at all times be a direct wholly-owned Subsidiary of a Borrower Group Obligor.

(b) The Lender shall promptly release all Security Documents provided by a Material Subsidiary that ceases to be a Material Subsidiary in accordance with the provisions hereof.

9.3 Registration

The Lender may, at the expense of the Borrower, register, file or record the Security Documents in all offices where such registration, filing or recording is necessary or of advantage to the creation, perfection and preserving of the security applicable to it. The Borrower shall take all necessary actions to allow the Lender to amend and renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect or to preserve the priority established by any prior registration, filing or recording thereof. To facilitate such ongoing perfection of the Security Documents, the Borrower shall provide the Lender with at least 15 days prior written notice of (a) any change in the location of its or any Material

Subsidiary's chief executive office, (b) the ownership or acquisition of any property or assets located outside of the Province of Alberta by it or by any Material Subsidiary.

9.4 Sharing Security

(a) The Borrower and the Lender agree and acknowledge that the Security Documents are being held by the Lender to secure the Secured Obligations on a *pari passu* basis, subject to Section 10.5; provided that no Swap Lender or Cash Management Provider may enforce the Security Documents or have any right to influence the enforcement thereof as long as this Agreement remains in force.

(b) If requested by the Lender, any Cash Management Provider or any Swap Lender, then the Lender, the Cash Management Provider(s) and the Swap Lenders will enter into such further intercreditor agreements and assurances as may be reasonably requested to further evidence the sharing provisions of this Section 9.4 and Section 10.5. If a Swap Lender or Cash Management Provider is an Affiliate of the Lender, the Lender shall cause the former to comply with this Section 9.4 and Section 10.5.

(c) Notwithstanding any other provision of this Agreement or any other Loan Document, a Cash Management Provider may, at any time and from time to time, set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Cash Management Provider to or for the credit or the account of any Borrower Group Obligor against any and all of the obligations of the Borrower Group Member now or hereafter existing under any Cash Management Arrangements to such Cash Management Provider.

9.5 Form of Security Documents

(a) If the Lender, acting reasonably, determines at any time and from time to time that the form and nature of the then existing Security Documents is deficient in any material way or does not fully provide the Lender, the Cash Management Provider(s) and the Swap Lenders with the security and priority which is intended hereunder, the Borrower will forthwith execute and deliver or cause to be executed and delivered to the Lender, at the Borrower's expense, such amendments to the Security Documents or provide such new Security Documents as the Lender may reasonably request.

(b) The forms of Security Documents shall have been or be prepared based upon the federal and provincial laws of Canada, in effect at the date thereof. The Lender shall have the right to require that:

(i) any such Security Documents be amended to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, in order to confer upon the Lender the security intended to be created thereby, and

(ii) the Borrower Group Obligors execute and deliver to the Lender such other and further debentures, mortgages, trust deeds, assignments and security agreements as may be reasonably required to ensure the Lender, the Cash Management Provider(s) and the Swap Lenders have and hold, subject to Permitted Liens, first priority security on and against all of the personal property of the Borrower Group Obligors.

9.6 After-Acquired Property

All property acquired by or on behalf of a Borrower Group Member after the date of execution of the Security Documents (collectively **After-Acquired Property**), will be subject to the charges and security interests of the general security agreements or equivalent security issued pursuant to Section 9.1, without any further conveyance, mortgage, pledge, charge, assignment or other act on the part of such Borrower Group Obligors. Without limiting the effect of the preceding sentence, the Borrower will from time to time execute and deliver, or cause to be executed and delivered, and the Lender will register, all at the Borrower's expense, such instruments supplemental to the Security Documents, in form and substance satisfactory to the Lender, acting reasonably, as may be necessary or desirable to ensure that the Security Documents as amended and supplemented constitute in favour of the Secured Parties an effective security interest over such After-Acquired Property as required hereunder, subject only to Permitted Liens which under Applicable Law rank in priority thereto.

9.7 Continuing Security

Each item or part of the security issued under Section 9.1 shall for all purposes be treated as a separate and continuing collateral security and shall be deemed to have been given in addition to and not in place of any other item or part of the Security Documents or any other security now held or hereafter acquired by the Lender. No item or part of the Security Documents shall be merged or be deemed to have been merged in or by this Agreement or any documents, instruments or acknowledgements delivered hereunder, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Secured Parties under any security, instruments or agreements held by it or at law or in equity.

9.8 Dealing with Security Documents

The Lender, except where expressly contemplated otherwise, may grant extensions of time or other indulgences, take and give up securities (including the Security Documents or any part or parts thereof), accept compositions, grant releases and discharges and otherwise deal with the Borrower and other parties and with security (including the Security Documents and each part thereof) as the Lender may see fit, without prejudice to or in any way limiting the liability of the Borrower Group Obligors under this Agreement or under any of the Security Documents or any other collateral security.

9.9 Effectiveness

The Security Documents shall be effective, and the undertakings as to the Security Documents herein or in any other Loan Document shall be continuing, whether any Loans are then outstanding or any amounts thereby secured or any part thereof shall be owing before or after, or at the same time as, the creation of such Security Documents or before or after or upon the date of execution of any amendments to this Agreement.

9.10 Release and Discharge of Security Documents

(a) Each Secured Party hereby irrevocably authorizes the Lender to, and the Lender will, release the Collateral from the Liens created by the Security Documents in connection with a Permitted Disposition if the Borrower has certified to the Lender that the disposition is in compliance with the terms of this Agreement (and the Lender may rely conclusively on any such certificate, without further inquiry). The Lender will, at the request and expense of the Borrower, execute and deliver to the relevant Borrower Group Obligor such financing change statements, releases, discharges, documents or other instruments

as the Borrower Group Obligor may reasonably require to effect the release and discharge of the Liens created by the Security Documents over such Collateral.

(b) If the Outstandings due and payable under the Loan Documents to the Lender have been indefeasibly paid and performed in full and the Commitments have been terminated, the Lender will release their interest in the Security Documents and the Swap Lenders and the Cash Management Provider will release their interest in the Security Documents upon receiving cash collateral or letters of credit to secure the present or future obligations under their respective Lender Hedge Agreements or Cash Management Arrangements, as applicable, in an amount and on terms (and in the case of any letter of credit, with an issuer) satisfactory to such Swap Lenders or Cash Management Provider, acting reasonably.

9.11 Transfer of Security Documents

If TD Bank, in its capacity as Lender, or any successor thereto, in its capacity as Lender (the **Departing Lender**) ceases to be the Lender, the Departing Lender shall transfer and assign all of the Security Documents to the replacement agent or, if the Credit Facility has been repaid and cancelled, to the Cash Management Provider and the Swap Lenders (to the extent the Cash Management Obligations and Secured Swap Obligations continue to exist).

9.12 Security for Hedging with Lender

If the Lender ceases to be a lender under this Agreement, all Secured Swap Obligations owing to the Lender and its Affiliates under Lender Hedge Agreements entered into while the Lender was a lender under this Agreement shall remain secured by the Security Documents (equally and rateably) to the extent that such Secured Swap Obligations were secured by the Security Documents prior to the Lender ceases to be a lender under this Agreement and, subject to the following provisions of this Section 9.12 and, unless the context otherwise requires, all references herein to “Secured Swap Obligations” shall include such obligations to the Lender and its Affiliates and all references herein to “Lender Hedge Agreements” shall include such Lender Hedge Agreements with the Lender and its Affiliates. For certainty, any Secured Swap Obligations under any individual Lender Hedge Agreements entered into with the Lender or an Affiliate thereof after the Lender has ceased to be a lender under this agreement (irrespective of the fact that the master agreement between such parties was entered into prior thereto) shall not be secured by the Security Documents. Notwithstanding the foregoing, the Lender or any Affiliate thereof shall not have any right to cause or require the enforcement of the Security Documents or any right to participate in any decisions relating to the Security Documents, including any decisions relating to the enforcement or manner of enforcement of the Security Documents or decisions relating to any amendment to, waiver under, release of or other dealing with all or any part of the Security Documents; for certainty, the sole right of the Lender and its Affiliates with respect to the Security Documents is to share, on a *pari passu* basis, in any proceeds of realization and enforcement of the Security Documents.

ARTICLE 10
EVENTS OF DEFAULT AND REMEDIES

10.1 Events of Default

The occurrence of any one or more of the following events shall constitute an **Event of Default**:

(a) **Principal Default**: if the Borrower fails to pay the principal amount of any Loan when due and payable hereunder;

(b) **Other Payment Default**: if the Borrower fails to pay:

(i) any interest (including, if applicable, default interest) on any Loan;

(ii) any stamping fee with respect to Bankers' Acceptances;

(iii) any issue fee, fronting fee or administrative charge with respect to a Letter of Credit;

(iv) any standby fees payable hereunder; or

(v) any other amount not specifically referred to herein payable by the Borrower hereunder (except the costs and expenses referred to in Section 12.1(a));

in each case when due and payable, and such default is not remedied within two Banking Days;

(c) **Breach of Financial Covenants**: if the Borrower fails to observe or perform any of the financial covenants set out in Section 8.2(p);

(d) **Breach of Other Covenants**: if any Borrower Group Member fails to observe or perform (i) any covenant or obligation in Section 2.9, 8.1(i) or 8.2 or (ii) any other covenant or obligation herein or in any other Loan Document on its part to be observed or performed (other than a covenant or obligation whose breach or default in performance is specifically dealt with elsewhere in this Section 10.1) and, if such breach or default is capable of being cured, such Borrower Group Member shall fail to cure such breach or default within a period of 10 days (in the case of (i) above) or 20 days (in the case of (ii) above) after the earlier of (A) the date on which any Borrower Group Member becomes aware of such failure or (B) the date on which written notice thereof is given by the Lender to the Borrower specifying such breach or default and requiring the Borrower to remedy or cure the same;

(e) **Incorrect Representations**: if any representation or warranty made or deemed to be made by any Borrower Group Member herein or in any other Loan Document, certificate or other document at any time delivered hereunder to the Lender shall prove to have been incorrect on and as of the date made and:

(i) the circumstances giving rise to the incorrect representation or warranty are not capable of modification or rectification (such that the representation or warranty would be correct); or

(ii) if the circumstances giving rise to the incorrect representation or warranty are capable of modification or rectification (such that the representation or warranty would be correct), the representation or warranty remains incorrect or misleading for a period of 20 days after written notice thereof is given by the Lender to the Borrower specifying the representation or warranty and requiring the Borrower to modify or rectify the circumstances giving rise to the incorrect representation or warranty;

(f) **Involuntary Insolvency**. if any case, proceeding or other action shall be instituted in any court of competent jurisdiction against any Borrower Group Obligor seeking in respect of such Person an adjudication in bankruptcy, reorganization of its indebtedness, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or any Person with similar powers with

respect to such Person or of all or any substantial part of its assets, or any other like relief in respect of such Person under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law and:

(i) such case, proceeding or other action results in an entry of an order for relief or any such adjudication or appointment; or

(ii) if such case, proceeding or other action is subject to a Permitted Contest, the same shall continue undismissed, or unstayed and in effect, for any period of 20 Banking Days;

(g) **Voluntary Insolvency**: if any Borrower Group Obligor:

(i) makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors;

(ii) makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, or files a petition or proposal to take advantage of any act of insolvency;

(iii) consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any portion of its assets which is, in the opinion of the Lender, material;

(iv) files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition, administration or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights;

(v) commits or threatens to commit an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or any statute passed in substitution therefor;

(vi) becomes insolvent or is not able to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due; or

(vii) consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding or takes any action to authorize or effect any of the foregoing;

(h) **Dissolution**: except as permitted under Section 8.2(g), if proceedings are commenced for the dissolution, liquidation or winding-up of any Borrower Group Obligor unless such proceedings are being actively and diligently contested in good faith to the satisfaction of the Lender, or if a decree or order is enacted for the dissolution, liquidation or winding-up of any Borrower Group Obligor;

(i) **Security Realization**: if any secured creditors of any Borrower Group Member realize upon or enforce their security against property and assets of such Borrower Group Member having an aggregate fair market value in excess of Cdn $1,000,000 (or the Equivalent Amount) and such realization or enforcement shall continue in effect and not be released, discharged or stayed within 20 Banking Days;

(j) **Seizure**: if property and assets of any Borrower Group Member having an aggregate fair market value in excess of Cdn. $1,000,000 is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect and such attachment, step or other proceeding shall either (i) continue in effect and not be released, discharged or stayed within 20 Banking Days or (ii) is capable of being executed upon within 5 Banking Days;

(k) **Judgments**: if final judgments or orders for the payment of money aggregating in excess of Cdn. $1,000,000 (or the Equivalent Amount) are rendered against any Borrower Group Member and the same either (i) remain undischarged and not effectively stayed or appealed for a period of 20 Banking Days after entry thereof or after expiration of any such stay or (ii) are capable of being executed upon within five Banking Days;

(l) **Writs of Execution**: if writs of execution or attachment or similar process in respect of any judgments or claims which, in the aggregate, are in excess of Cdn. $1,000,000 (or the Equivalent Amount), are levied against all or a substantial portion of the property of any Borrower Group Member and such writs, execution, attachment or similar processes either (i) are not released, bonded, satisfied, discharged, vacated or stayed within 20 Banking Days after their entry, commencement or levy or (ii) are capable of being executed upon within five Banking Days;

(m) **Cross Default**: if any Borrower Group Obligor defaults under any term or provision of any agreement evidencing Debt (other than this Agreement, the other Loan Documents and the Second Lien Loan Documents) or any Hedge Agreement (other than a Lender Hedge Agreement), which default is not cured or waived within any applicable grace period specified in the agreements or instruments relating to such Debt or Hedge Agreement or if the Lender shall demand repayment of any Debt which is repayable on demand and is owing to it by any Borrower Group Obligor and such Debt shall not be paid within the time required by law, and the aggregate principal amount of all such Debt outstanding at any one time to which all such defaults or demands relate is in excess of Cdn. $1,000,000;

(n) **Cash Management Obligations**: if the Borrower defaults in the payment when due of any of any Cash Management Obligations;

(o) **Lender Hedge Agreement**: if a Hedge Agreement Demand for Payment has been delivered to the Borrower or any Subsidiary of the Borrower or a Termination Event occurs and such Person fails to make payment thereunder within the time required for payment thereunder;

(p) **Change of Control**: if a Change of Control occurs without the prior written consent of the Lender;

(q) **Invalidity**: if any Loan Document or any material provision thereof shall at any time for any reason cease to be in full force and effect, be declared to be void or voidable (and the same is not forthwith effectively rectified or replaced by the applicable Borrower Group Obligor forthwith on demand by the Lender to the Borrower) or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by any Borrower Group Obligor, or any Borrower Group Obligor shall deny that it has any or any further liability or obligation thereunder, or at any time it shall be unlawful or impossible for it to perform any of its obligations under the Loan Documents;

(r) **Material Adverse Change**: if a Material Adverse Change or Material Adverse Effect occurs; or

(s) **Second Lien Debt Default**: if any "event of default" (howsoever described) occurs under any Second Lien Loan Document after the expiry of any applicable grace period in respect thereof or the date of payment or repayment of any principal thereunder becomes accelerated to a day prior to the original stated maturity thereof for any reason.

10.2 Enforcement

(a) If any Event of Default shall occur and for so long as it is continuing:

(i) the entire principal amount of all Loans then outstanding hereunder and all accrued and unpaid interest thereon,

(ii) an amount equal to the face amount at maturity of all Bankers' Acceptances issued by the Borrower hereunder which are unmatured, and

(iii) all other Outstandings outstanding hereunder,

shall, at the option of the Lender, become immediately due and payable and the Commitment shall terminate, in each case upon written notice to that effect from the Lender to the Borrower, all without any other notice and without presentment, protest, demand, notice of dishonour or any other demand whatsoever (all of which are hereby expressly waived by the Borrower); provided that upon the occurrence of the events described in Section 10.1(f) and 10.1(g) above, such termination and acceleration shall be automatic and no such notice shall be required.

(b) If the Borrower does not pay all Outstandings forthwith after receipt of a notice under Section 10.2, the Lender may, in its discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against the Borrower authorized or permitted by law for the recovery of all the indebtedness and liabilities of the Borrower to the Lender hereunder and proceed to exercise any and all rights hereunder and under the other Loan Documents and no such remedy for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination.

10.3 Suspension of Lender's Outstandings

The occurrence and continuance of a Default or Event of Default shall relieve the Lender of all obligations to provide any further Drawdowns, Rollovers or Conversions to the Borrower hereunder; provided that the foregoing shall not prevent the Lender from disbursing money or effecting any Conversion which, by the terms hereof, they are entitled to effect, or any Conversion or Rollover requested by the Borrower and acceptable to the Lender.

10.4 Cash Collateral Accounts

Upon the occurrence of an Event of Default, the Lender may require the Borrower to forthwith pay funds in an amount sufficient to pay the maximum aggregate amount for which the Lender is or may become liable in respect of all outstanding Bankers' Acceptances into a cash collateral account in accordance with Section 6.5 and any amount not so paid by the Borrower may, at the option of the Lender and without notice to the Borrower, be paid by the Lender into an interest-bearing cash collateral account and shall be deemed to constitute a Prime Loan.

10.5 Application of Payments Following Demand and Acceleration

Except as otherwise agreed to by the Lender in its sole discretion, after delivery of a notice under Section 10.2 or the occurrence of an Event of Default specified in Sections 10.1(f) and 10.1(g)

any sum received by the Lender for application in respect of the Outstandings, any sum received by any Swap Lender for application in respect of the Secured Swap Obligations and any sum received by the Cash Management Provider for application in respect of the Cash Management Obligations, shall (except to the extent any such sums are received by the Lender, Swap Lender or the Cash Management Provider in respect of an obligation which is secured by a Permitted Lien other than the Security Documents) be applied by the Lender among, the Lender and the Swap Lenders in accordance with amounts owed to such Persons in respect of each category of amounts set forth below, each such application to be made in the following order with the balance remaining after application in respect of each category to be applied to the next succeeding category:

(a) in or towards payment of any fees or expenses then due and payable to the Lender hereunder;

(b) rateably among the Lender and the Swap Lenders in respect of amounts due and payable to the Lender and the Swap Lenders as and by way of recoverable expenses hereunder and under any Lender Hedge Agreement;

(c) to the Lender in respect of amounts due and payable to the Lender as and by way of any fees then due and payable to the Lender hereunder;

(d) to the Lender in respect of amounts due and payable to the Lender by way of interest, stamping fees, letter of credit fees, interest on overdue amounts and standby fees;

(e) rateably among the Lender and the Swap Lenders in or towards repayment to the Lender, the Swap Lenders and the Cash Management Provider(s) of then outstanding Outstandings, Secured Swap Obligations and Cash Management Obligations; and

(f) any balance remaining to the Borrower or as otherwise required by Applicable Law.

10.6 Right of Set Off

If an Event of Default has occurred and is continuing, the Lender is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Lender to or for the credit or the account of any Borrower Group Obligor against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender has made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower Group Obligor may be contingent or unmatured or are owed to a branch or office of the Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lender may have. The Lender agrees to promptly notify the Borrower after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

10.7 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender hereunder or under any other Loan Document are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or other Loan Document shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other

rights or remedies to which the Lender may be lawfully entitled for such default or breach. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein and any indulgence granted, either expressly or by course of conduct, by the Lender shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lender under this Agreement or any other Loan Document as a result of any other default or breach hereunder or thereunder.

ARTICLE 11
YIELD PROTECTION

11.1 Increased Costs

(a) **Increased Costs Generally**. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender;

(ii) subject the Lender to any Tax of any kind whatsoever with respect to this Agreement or any Loan made by it, or change the basis of taxation of payments to the Lender in respect thereof, except for Indemnified Taxes or Other Taxes covered by Section 11.2 and except for the imposition, or any change in the rate, of any Excluded Tax payable by the Lender; or

(iii) impose on the Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Loans made by the Lender;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount), then upon request of the Lender the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered.

(b) **Capital Requirements**. If the Lender determines that any Change in Law affecting it or any of its lending offices or its holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on its capital or on the capital of its holding company, if any, as a consequence of this Agreement, the Commitments of the Lender or the Loans made by the Lender, to a level below that which the Lender or its holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of its holding company with respect to capital adequacy), then from time to time the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender or its holding company for any such reduction suffered.

(c) **Certificates for Reimbursement**. A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in Section 11.1(a), including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) **Delay in Requests**. Failure or delay on the part of the Lender to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's right to demand such

compensation, except that the Borrower shall not be required to compensate the Lender pursuant to this Section for any increased costs incurred or reductions suffered more than three months prior to the date that the Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of the Lender's intention to claim compensation therefor, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the three month period referred to above shall be extended to include the period of retroactive effect thereof.

11.2 Taxes

(a) **Payments Subject to Taxes**. If any Borrower Group Obligor or the Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of a Borrower Group Obligor hereunder or under any other Loan Document, then:

(i) the sum payable shall be increased by that Borrower Group Obligor (and in the case of a Material Subsidiary, the Borrower shall cause such Material Subsidiary to do so) when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Lender receives an amount equal to the sum it would have received had no such deductions or payments been required;

(ii) the Borrower shall, and shall cause any Material Subsidiary to make any such deductions required to be made by it under Applicable Law; and

(iii) the Borrower shall, and shall cause any Material Subsidiary to timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) **Payment of Other Taxes by the Borrower**. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) **Indemnification by the Borrower**. The Borrower shall indemnify the Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(d) **Evidence of Payments**. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Borrower Group Obligor to a Governmental Authority, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(e) **Treatment of Certain Refunds and Tax Reductions**. If the Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by a Borrower Group Obligor or with respect to which a Borrower Group Obligor has paid additional amounts pursuant to this Section or that, because of the payment of such Taxes or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to such Borrower Group Obligor, as applicable,

an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower Group Obligor under this Section with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Lender, as the case may be, and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund). The Borrower shall, and shall cause each Material Subsidiary, as applicable, to, upon the request of the Lender, repay the amount paid over to such Borrower Group Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender if the Lender is required to repay such refund or reduction to such Governmental Authority. This paragraph shall not be construed to require the Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

(f) **Survival**. The provisions of Section 11.2(c) shall survive the repayment of the Outstandings and the cancellation of the Credit Facility.

11.3 [Reserved]

11.4 Illegality

If the Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Lender or its applicable lending office to make or maintain any Loan (or to maintain its obligation to make any Loan), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by the Lender to the Borrower, any obligation of the Lender with respect to the activity that is unlawful shall be suspended until the Lender notifies the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from the Lender, prepay or, if conversion would avoid the activity that is unlawful, convert any Loans in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. The Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of the Lender, otherwise be materially disadvantageous to the Lender.

11.5 Market Disruption Respecting Bankers' Acceptances and CDOR Discontinuation

If:

(a) the Lender (acting reasonably) makes a determination, which determination shall be conclusive and binding upon the Borrower, and notifies the Borrower, that there no longer exists an active market for bankers' acceptances accepted by the Lender; or

(b) the Lender has determined (acting reasonably) that the BA Discount Rate will not or does not accurately reflect the cost of funds of the Lender or the discount rate which would be applicable to a sale of Bankers' Acceptances accepted by the Lender in the market for the applicable term;

then:

(c) the right of the Borrower to request Bankers' Acceptances from the Lender shall be suspended until the Lender determines that the circumstances causing such suspension no longer exist, and so notifies the Borrower;

(d) any outstanding Drawdown Notice requesting a Loan by way of Bankers' Acceptances shall be deemed to be a Drawdown Notice requesting a Loan by way of a Prime Loan in the amount specified in the original Drawdown Notice;

(e) any outstanding Conversion/Rollover/Repayment Notice requesting a Conversion of a Loan by way of Prime Loan, USBR Loan or LIBO Rate Loan into a Loan by way of Bankers' Acceptances shall be deemed to be a Drawdown Notice or Conversion/Rollover/Repayment Notice or, as the case may be, requesting a Prime Loan or a Conversion of such Loan into a Loan by way of a Prime Loan, as the case may be; and

(f) any outstanding Conversion/Rollover/Repayment Notice requesting a Rollover of a Loan by way of Bankers' Acceptances, shall be deemed to be a Conversion/Rollover/Repayment Notice requesting a Conversion of such Loan into a Loan by way of a Prime Loan.

Notwithstanding the foregoing, if at any time the Lender determines (which determination shall be conclusive absent manifest error) that:

(a) adequate and reasonable means do not exist for ascertaining the rate referred to in the definition of "CDOR Rate" (for the purposes of this Section 11.5, **CDOR**), including because the "Refinitiv Screen Canadian Dollar Offered Rate (CDOR) Page" is not available or published on a current basis for the applicable period and such circumstances are unlikely to be temporary;

(b) a Governmental Authority having jurisdiction over the Lender has made a public statement identifying a specific date after which CDOR shall no longer be permitted to be used for determining the interest rate of loans (each such specific date this paragraph (b), a **CDOR Scheduled Unavailability Date**); or

(c) syndicated loans currently being executed or, that include language similar to that contained in this Section 11.5, are being amended to incorporate or adopt a new benchmark interest rate to replace CDOR,

then reasonably promptly after such determination by the Lender, the Lender and the Borrower may mutually agree upon a successor rate to CDOR, and the Lender and the Borrower may amend this Agreement to replace CDOR with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar Canadian Dollars denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a **CDOR Successor Rate**), together with any proposed CDOR Successor Rate conforming changes.

If no CDOR Successor Rate has been determined and the circumstances described in Section 11.5(a) exist or a CDOR Scheduled Unavailability Date has occurred (as applicable), the Lender will promptly so notify the Borrower. Thereafter, the obligation of the Lender to accept Bankers' Acceptances, shall be suspended. Upon receipt of such notice, the Borrower may revoke any pending request for an Advance of, conversion to or rollover of Bankers' Acceptances, (to the extent of the affected Bankers' Acceptances or Interest Periods) or, failing that, will be deemed to have converted such request into a request for an Advance by way of Prime Loans in the amount specified therein.

Notwithstanding anything else herein, (A) Prime Rate shall apply without regard to subparagraph (b) of the definition thereof; and (B) if any CDOR Successor Rate (exclusive of any margin) for any purpose shall be less than zero, such rate shall be deemed to be zero for such purpose.

11.6 Market Disruption Respecting LIBO Rate Loans and LIBO Rate Discontinuation

If, at any time subsequent to the giving of a Drawdown Notice or a Conversion/Rollover/Repayment Notice to the Lender by the Borrower with regard to any requested LIBO Rate Loan:

(a) the Lender, acting reasonably, determines that, by reason of circumstances affecting the London interbank market, adequate and fair means do not exist for ascertaining the rate of interest with respect to a requested LIBO Rate Loan during the ensuing Interest Period selected;

(b) the Lender, acting reasonably, determines that, by reason of circumstances affecting the London interbank market, deposits are not available in sufficient amounts in the ordinary course of business in the London interbank market at the rate determined hereunder to make, fund or maintain a requested LIBO Rate Loan during the ensuing Interest Period selected;

(c) the Lender, acting reasonably, determines that the making or continuing of the requested LIBO Rate Loan by the Lender has been made impracticable by the occurrence of an event which materially adversely affects the London interbank market generally; or

(d) the Lender has determined (acting reasonably) that the LIBO Rate to be determined in accordance with this Agreement will not or does not represent the effective cost to the Lender of United States Dollar deposits in such market for the relevant Interest Period;

then the Lender shall give notice thereof to the Borrower as soon as possible after such determination, and the Borrower shall, within one Banking Day after receipt of such notice and in replacement of the Drawdown Notice or Conversion/Rollover/Repayment Notice, as the case may be, previously given by the Borrower, give the Lender a Drawdown Notice or a Conversion/Rollover/Repayment Notice, as the case may be, which specifies the Drawdown of any other Loan or the Conversion of the relevant LIBO Rate Loan on the last day of the applicable Interest Period into any other Loan which would not be affected by the notice from the Lender pursuant to this Section 11.6.

In the event the Borrower fails to give, if applicable, a valid replacement Conversion/Rollover/Repayment Notice with respect to the maturing LIBO Rate Loans which were the subject of a Conversion/Rollover/Repayment Notice, such maturing LIBO Rate Loans shall be converted on the last day of the applicable Interest Period into USBR Loans as if a valid replacement Conversion/Rollover/Repayment Notice had been given to the Lender by the Borrower pursuant to the provisions hereof. In the event the Borrower fails to give, if applicable, a valid replacement Drawdown Notice with respect to a Drawdown originally requested by way of a LIBO Rate Loan, then the Borrower shall be deemed to have requested a Drawdown by way of a USBR Loan in the amount specified in the original Drawdown Notice and, on the originally requested Drawdown Date, the Lender (subject to the other provisions hereof) shall make available the requested amount by way of a USBR Loan.

Notwithstanding the foregoing, if at any time the Lender determines (which determination shall be conclusive, absent manifest error) that:

(e) the circumstances described in Section 11.6(a) have arisen and such circumstances are unlikely to be temporary;

(f) the circumstances described in Section 11.6(a) have not arisen, but either (A) the applicable supervisor or administrator of LIBO Rate, or (B) a Governmental Authority having jurisdiction over the Lender, has made a public statement identifying a specific

date after which LIBO Rate shall no longer be used for determining interest rates for loans (either such date, a **LIBO Discontinuation Date**); or

(g) a rate other than LIBO Rate has become a widely recognized benchmark rate for newly originated United States Dollar loans made in Canada,

then reasonably promptly after such determination by the Lender, the Lender and the Borrower may mutually agree upon a successor rate to the LIBO Rate, and the Lender and the Borrower may amend this Agreement to replace the LIBO Rate with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), a **LIBO Successor Rate**), together with any proposed LIBO Successor Rate conforming changes and any such amendment.

If no LIBO Successor Rate has been determined and the circumstances under Section 11.6(e) exist or a LIBO Discontinuation Date has occurred (as applicable), the Lender will promptly so notify the Borrower. Thereafter, the obligation of the Lender to make or maintain LIBO Rate Loans shall be suspended. Upon receipt of such notice, the Borrower may revoke any pending request for an Advance of, conversion to or rollover of LIBO Rate Loans (to the extent of the affected LIBO Rate Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for an Advance of USBR Loan in the amount specified therein.

Notwithstanding anything else herein, (A) U.S. Base Rate shall be determined without regard to subparagraph (c) of the definition thereof; and (B) if any LIBO Successor Rate (exclusive of any margin) for any purpose shall be less than zero, such rate shall be deemed to be zero for such purpose

ARTICLE 12
EXPENSES, INDEMNIFICATION AND JUDGMENT CURRENCY

12.1 Expenses; Indemnity; Damage Waiver

(a) **Costs and Expenses**. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Lender, including the reasonable fees, charges and disbursements of counsel for the Lender, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender, including the fees, charges and disbursements of counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) **Indemnification by the Borrower**. The Borrower shall indemnify the Lender and each Related Party of any of the foregoing Persons (each such Person being called an **Indemnitee**) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom (including any refusal by the Lender to honor a demand for payment under a Letter of Credit if the

documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by the Borrower, or any of its Subsidiaries, or any Environmental Claims related in any way to the Borrower, or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee, nor shall it be available in respect of matters specifically addressed in Sections 11.1, 11.2 and 12.1(a). An Indemnitee shall not settle any claim asserted against any Indemnitee by a third party without the written consent of the Borrower, which consent shall not be unreasonably delayed or withheld.

(c) **Waiver of Consequential Damages. Etc**. To the fullest extent permitted by Applicable Law, the Borrower shall not, and shall not permit any Subsidiary to, assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, provided the Indemnitee has used its usual and customary practices to avoid such use.

(d) **Payments**. All amounts due under this Section shall be payable promptly after demand therefor. A certificate of the Lender or the Lender setting forth the amount or amounts owing to the Lender or Related Party, as the case may be, as specified in this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error.

(e) **Survival**. The provisions of this Section shall survive the repayment of the Outstandings and the cancellation of the Credit Facility.

12.2 Judgment Currency

(a) If for the purpose of obtaining or enforcing judgment against the Borrower in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section referred to as the **Judgment Currency**) an amount due in Cdn. Dollars or United States Dollars under this Agreement, the conversion shall be made at the rate of exchange prevailing on the Banking Day immediately preceding:

(i) the date of actual payment of the amount due, in the case of any proceeding in the courts of any jurisdiction that will give effect to such conversion being made on such date; or

(ii) the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the date as of which such conversion is made pursuant to this Section being hereinafter in this Section referred to as the **Judgment Conversion Date**).

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 12.2(a)(ii), there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual payment of the amount due, the Borrower shall pay such additional amount (if any) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Cdn. Dollars or United States Dollars, as the case may be, which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date.

(c) Any amount due from the Borrower under the provisions of Section 12.2(b) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of this Agreement.

(d) The term "rate of exchange" in this Section 12.2 means the Exchange Rate.

ARTICLE 13
ADMINISTRATION

13.1 Reliance by Lender

The Lender shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Lender also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. The Lender may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

13.2 Delegation of Duties

The Lender may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Lender and its Affiliates. The Lender and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of the Lender shall apply to any such sub-agent and to the Related Parties of the Lender and any such sub-agent.

13.3 Procedure for Funding Loans

The Lender shall make Loans available to the Borrower as required hereunder by crediting the account of the Borrower or, at the expense of the Borrower, transferring (or causing to be transferred) like funds in accordance with the instructions of the Borrower as set forth in the Drawdown Notice or Conversion/Rollover/Repayment Notice, as the case may be, in respect of each Loan; provided that the obligation of the Lender hereunder to effect such a transfer shall be limited to taking such steps as are commercially reasonable to implement such instructions, which steps once taken shall constitute conclusive and binding evidence that such funds were advanced hereunder in accordance with the provisions relating thereto and the Lender shall not

be liable for any damages, claims or costs which may be suffered by the Borrower and occasioned by the failure of such Loan to reach the designated destination.

ARTICLE 14
GENERAL

14.1 Notices: Effectiveness; Electronic Communication

(a) **Notices Generally**. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier to the addresses, telecopier numbers or email addresses specified as follows:

(i) To the Borrower or any Subsidiary of the Borrower:

Pulse Seismic Inc.
Suite 2700, 421 - 7th Avenue S.W.
Calgary, AB
T2P 4K9 Canada
Attention: Chief Financial Officer
Telecopier: **[Redacted: Telecopier number]**

(ii) To the Lender:

The Toronto-Dominion Bank
TD Commercial Banking
1100, 421 – 7 Avenue S.W.
Calgary AB T2P 4K9

Attention: **[Redacted: Name and title]**
Email: **[Redacted: Name and title]**

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given on a Banking Day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next Banking Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) **Electronic Communications**. Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender. The Lender or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the

recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Banking Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) **Change of Address. Etc.** Any party hereto may change its address, telecopier number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

14.2 Successors and Assigns

(a) **Successors and Assigns Generally**. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that, other than as permitted hereunder, no Borrower Group Obligor may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender and the Lender may not assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 14.2(b), (ii) by way of participation in accordance with the provisions of Section 14.2(c), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 14.2(e) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 14.2(c) and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by Lender**. The Lender may at any time assign to one or more Eligible Assignees all of its rights and obligations under this Agreement (including all of its Commitment and the Loans at the time owing to it); provided that any assignment must be approved by the Borrower (such approval not to be unreasonably withheld or delayed) unless:

(i)

(A) the proposed assignee is an Affiliate of the Lender or an Approved Fund with respect to the Lender, and the Lender has agreed not to be released from its obligations under this Agreement, or

(B) an Event of Default has occurred and is continuing.

Subject to acceptance and recording thereof by the Lender, from and after the effective date specified in the assignment and assumption agreement, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such assignment and assumption agreement, have the rights and obligations of the Lender under this Agreement and the other Loan Documents, including any collateral security, and, unless the assigning Lender has agreed otherwise, the assigning Lender thereunder shall be released from its obligations under this Agreement (and the Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Article 11 and Section 12.1, and shall continue to be liable for any breach of this Agreement by the Lender, with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by the Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by the Lender of a participation in such

rights and obligations in accordance with Section 14.2(c). Any payment by an assignee to an assigning Lender in connection with an assignment or transfer shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

(c) **Participations**. The Lender may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (other than a natural person, a Borrower Group Obligor or any Affiliate of a Borrower Group Obligor) (each, a **Participant**) in all or a portion of the Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) the Lender's obligations under this Agreement shall remain unchanged; (ii) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Borrower and the Lender shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement. Any payment by a Participant to the Lender in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

Subject to Section 14.2(d), the Borrower agrees that each Participant shall be entitled to the benefits of Article 11 to the same extent as if it were the Lender and had acquired its interest by assignment pursuant to Section 14.2(b).

(d) **Limitations upon Participant Rights**. A Participant shall not be entitled to receive any greater payment under Sections 11.1 and 11.2 than the Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(e) **Certain Pledges**. The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Lender to any Governmental Authority, but no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

14.3 Governing Law: Jurisdiction: Etc.

(a) **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

(b) **Submission to Jurisdiction**. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Borrower Group Obligor or its properties in the courts of any jurisdiction.

(c) **Waiver of Venue**. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent

permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

14.4 Waiver of Jury Trial

Each party hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Loan Documents by, among other things, the mutual waivers and certifications in this Section.

14.5 Counterparts: Integration: Effectiveness: Electronic Execution

(a) **Counterparts: Integration: Effectiveness**. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to the Lender constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Subject to Section 3.1, this Agreement shall become effective when it has been executed by the Lender and when the Lender has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) **Electronic Execution of Assignments**. The words “execution,” “signed,” “signature,” and words of like import in any assignment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law.

14.6 Treatment of Certain Information: Confidentiality

(a) The Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates’ respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrower or a Subsidiary if such counterparty is an

Affiliate of the Lender, (g) with the consent of the Borrower (such consent not to be unreasonably withheld or delayed) or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Lender on a non-confidential basis from a source other than a Borrower Group Obligor.

(b) For purposes of this Section, **Information** means all information received in connection with this Agreement from any Borrower Group Obligor relating to any Borrower Group Obligor or any Subsidiary or any of their respective businesses, other than any such information that is available to the Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information, provided that the degree of care is consistent with the standards of the financial services industry in Canada. In addition, the Lender may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers.

14.7 Benefit of the Agreement

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

14.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.9 Amendments and Waivers

Any provision of this Agreement may be amended only if the Borrower and the Lender so agree in writing. Any waiver and any consent by the Lender under any provision of this Agreement must be in writing and may be given subject to any conditions deemed appropriate by the Person giving that waiver or consent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

14.10 Time of the Essence

Time shall be of the essence of this Agreement.

14.11 Anti-Money Laundering Legislation

(a) The Lender hereby notifies the Borrower that pursuant to the requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA) or any other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” Applicable Laws (collectively, including any guidelines or orders thereunder, **AML Legislation**), it may be required to

obtain, verify and record information that identifies each Borrower Group Obligor, which information includes the name and address of each such Person and such other information that will allow the Lender to identify each such Person in accordance with AML Legislation (including, information regarding such Person's directors, authorized signing officers, or other Persons in control of each such Person). The Borrower shall provide such information and take such actions as are reasonably requested by the Lender in order to assist the Lender in maintaining compliance with AML Legislation. The Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender or any prospective assignee of the Lender in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

14.12 Credit Agreement Governs

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the other Loan Documents, the provisions of this Agreement, to the extent of the conflict or inconsistency, shall govern and prevail.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS HEREOF the parties hereto have executed this Agreement as of the date first above written.

PULSE SEISMIC INC.

Per: *(signed) "Pamela Wicks"*

Name: Pamela Wicks, CPA, CMA, ICD.D

Title: Vice President, Finance and Chief Financial Officer

Per: *(signed) "Neal Coleman"*

Name: Neal Coleman

Title: President and Chief Executive Officer

THE TORONTO-DOMINION BANK

Per: *(signed) "Jolene Mancini"*

Name: Jolene Mancini

Title: Director, National Accounts

Per: *(signed) "Kathryn Gislason"*

Name: Kathryn Gislason

Title: Manager Commercial Credit

Confirmation of Loan Guarantees and Security Documents

For good and valuable consideration (the receipt and sufficiency of which is hereby conclusively acknowledged) each of the undersigned in its capacity as a guarantor pursuant to its Loan Guarantee and as a grantor of security under the Security Documents to which it is party hereby: (a) consents and agrees to the terms of the above Amended and Restated Credit Agreement; (b) acknowledges and confirms the representations and warranties applicable to it in the above Amended and Restated Credit Agreement and the other Loan Documents; (c) acknowledges that its Loan Guarantee and the Security Documents to which it is party each remains in full force and effect in all respects notwithstanding the amendments contained in the above Amended and Restated Credit Agreement and shall continue to exist and apply to all Guaranteed Obligations (as defined in its respective Loan Guarantee) and the Secured Obligations, as applicable, including, without limitation, the Outstandings under the Amended and Restated Credit Agreement; and (d) agrees and confirms that all references in the Security Documents, the Loan Guarantees and the other Loan Documents to the "administrative agent" or the "Agent" under the Existing Credit Agreement shall hereafter be deemed to be references to The Toronto-Dominion Bank, as Lender. This Confirmation is in addition to and shall not limit, derogate from or otherwise affect the provisions of the Loan Guarantees or the Security Documents, as amended prior to the date hereof.

This Confirmation, insofar as it applies to each of the undersigned, shall be governed by the same governing law which in each case governs the Loan Guarantee and Security Documents given or entered into by such undersigned, as applicable.

Capitalized terms used herein shall have the same meanings herein as are ascribed thereto in the above Amended and Restated Credit Agreement.

[*Remainder of page intentionally left blank*]

PULSE SEISMIC, by its Partners,
Pulse Seismic Inc. and 777747 Alberta Ltd.

Pulse Seismic Inc.

Per: *(signed) "Pamela Wicks"*

Name: Pamela Wicks, CPA, CMA, ICD.D

Title: Vice President, Finance and Chief Financial Officer

Per: *(signed) "Neal Coleman"*

Name: Neal Coleman

Title: President and Chief Executive Officer

777747 Alberta Ltd.

Per: *(signed) "Pamela Wicks"*

Name: Pamela Wicks, CPA, CMA, ICD.D

Title: Vice-President

Per: *(signed) "Neal Coleman"*

Name: Neal Coleman

Title: Vice-President

REQUEST SEISMIC SURVEYS LP, by its General Partner, **Pulse Seismic Inc.**

Per: *(signed) "Pamela Wicks"*

Name: Pamela Wicks, CPA, CMA, ICD.D

Title: Vice President, Finance and Chief Financial Officer

Per: *(signed) "Neal Coleman"*

Name: Neal Coleman

Title: Vice-President

777747 Alberta Ltd.

Per: *(signed) "Pamela Wicks"*

Name: Pamela Wicks, CPA, CMA, ICD.D

Title: Vice-President

Per: *(signed) "Neal Coleman"*

Name: Neal Coleman

Title: Vice-President

1334130 ALBERTA LTD.

Per: *(signed) "Pamela Wicks"*

Name: Pamela Wicks CPA, CMA, ICD.D

Title: Vice-President

Per: *(signed) "Neal Coleman"*

Name: Neal Coleman

Title: President

SCHEDULE A
TO THE CREDIT AGREEMENT

LENDER AND COMMITMENT

Lender	Commitment
The Toronto-Dominion Bank	Cdn.$25,000,000

SCHEDULE B
TO THE CREDIT AGREEMENT

[RESERVED]

SCHEDULE C
TO THE CREDIT AGREEMENT

FORM OF COMPLIANCE CERTIFICATE

TO: The Toronto-Dominion Bank, as Lender

RE: Amended and Restated Credit Agreement dated as of December 18, 2020, among Pulse Seismic Inc., as borrower and The Toronto-Dominion Bank, as Lender (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, referred to as the **Credit Agreement**)

---

1. This Compliance Certificate is given pursuant to Section 8.1(e) of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

2. I am the duly appointed **[President/CEO/Vice President Finance/Chief Financial Officer]** of the Borrower, and hereby certify in such capacity, not in my personal capacity and without assuming any personal liability whatsoever, after making due inquiry that:

   (a) no Default or Event of Default has occurred and is continuing **[except as described in Annex 1 hereto]**;

   (b) as at the end of the **[Fiscal Quarter/Fiscal Year]** ended [____], the Total Debt to Adjusted EBITDA Ratio was [____];

   (c) as at the end of the **[Fiscal Quarter/Fiscal Year]** ended [____], the Senior Debt to Adjusted EBITDA Ratio was [____];

   (d) as at the end of the **[Fiscal Quarter/Fiscal Year]** ended [____], the Interest Coverage Ratio was [____];

   (e) attached hereto as Annex **[1/2]** are the detailed particulars of the manner in which the financial ratios in items (b) and (c) above are calculated:

   (f) Based on the Total Debt to Adjusted EBITDA Ratio reported above, the Applicable Pricing Margin is Level ____.

3. There has been no change to the information contained in Schedule H (*Organizational Chart*) and Schedule I (*Material Contracts*) except as follows:

4. To the extent that there has been any change to the information contained in Schedule H and/or Schedule I, attached is a copy of the revised Schedule(s).

DATED this _____ day of _____, 20__.

PULSE SEISMIC INC.

Per: _____

Name:

Title:

SCHEDULE D
TO THE CREDIT AGREEMENT

FORM OF CONVERSION / ROLLOVER / REPAYMENT NOTICE

TO: The Toronto-Dominion Bank, as Lender

RE: Amended and Restated Credit Agreement dated as of December 18, 2020, among Pulse Seismic Inc., as borrower and The Toronto-Dominion Bank, as Lender (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, referred to as the **Credit Agreement**)

---

1. Pursuant to Section 2.4 of the Credit Agreement, the undersigned hereby irrevocably notifies the Lender that it will be:

(a) rolling over part or all of a Loan described as:

Facility: _____

Type of Loan: _____

Principal Amount(1): _____

Interest Period: _____

into another Loan of the same type described as:

Interest Period: _____

Note:
(1) If only part of maturing Loan is rolled over, please indicate.

or;

(b) converting part or all of the Loan described as:

Facility: _____

Type of Loan: _____

Principal Amount(1): _____

Interest Period (if applicable): _____

into a Loan made described as:

Facility: _____

Type of Loan: _____

Principal Amount(1): _____

Interest Period (if applicable): _____

effective the _____ day of _____, _____.

Note:
(1) If only part of maturing Loan is being converted, please indicate.

(c) repaying part or all of the Loan described as:

Facility: _____

Type of Loan: _____

Principal Amount[(1)]: _____

Interest Period (if applicable): _____

on the _____ day of _____, _____.

Note:
(1) If only part of Loan is being repaid, please indicate.

2. The undersigned certifies to the Lender in my capacity as **[President/CEO/Vice President Finance/CFO]** and not in my personal capacity and without assuming any personal liability whatsoever, after making due inquiry that as of the date of this Notice, no Event of Default exists nor will an Event of Default result after giving effect to the proposed Rollover, Conversion or repayment of the type provided herein.

3. This Notice is irrevocable.

4. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

DATED this ____ day of _____, _____

PULSE SEISMIC INC.

Per: _____

Name:

Title:

SCHEDULE E
TO THE CREDIT AGREEMENT

FORM OF DRAWDOWN NOTICE

TO: **The Toronto-Dominion Bank, as Lender**

RE: Amended and Restated Credit Agreement dated as of December 18, 2020, among Pulse Seismic Inc., as borrower and The Toronto-Dominion Bank, as Lender (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, referred to as the **Credit Agreement**)

---

1. The Drawdown Date is the _____ day of _____, 20__.

2. Pursuant to Section 2.3 of the Credit Agreement, the undersigned hereby irrevocably requests that the following Advance(s) under the Credit Facility be made available:

Type of Loan	Principal Amount	Interest Period
Prime Loan		
USBR Loan		
Bankers' Acceptances		
LIBO Rate Loan		
Letter of Credit		

3. The undersigned certifies to the Lender in my capacity as **[President/CEO/Vice President Finance/CFO]** and not in my personal capacity and without assuming any personal liability whatsoever, after making due inquiry that:

   (a) on the date hereof, all representations and warranties contained in Article 7 of the Credit Agreement (excluding those representations and warranties which are expressly limited to a specified date) are true and accurate as if made on such date;

   (b) no event, circumstance or condition has occurred since the date of the most recent annual Financial Statements delivered to the Lender that has a Material Adverse Effect or constitutes a Material Adverse Change;

   (c) on the date hereof, no Default or Event of Default has occurred and is continuing and no Default or Event of Default will occur as a result of the making of the Drawdown contemplated herein; and

   (d) after giving effect to the making of the Drawdown contemplated herein (other than a Drawdown by way of a Letter of Credit) such Drawdown and the substantially concurrent application of the proceeds thereof, the Borrower and its Subsidiaries will not have any Excess Cash.

4. This Notice is irrevocable.

5. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

DATED this _____ day of _____, 20_____

PULSE SEISMIC INC.

Per: _____

Name:

Title:

SCHEDULE F
TO THE CREDIT AGREEMENT

FORM OF EXTENSION REQUEST

TO: **The Toronto-Dominion Bank, as Lender**

RE: Amended and Restated Credit Agreement dated as of December 18, 2020, among Pulse Seismic Inc., as borrower and The Toronto-Dominion Bank, as Lender (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, referred to as the **Credit Agreement**)

---

1. This Extension Request is given pursuant to Section 2.2(a) of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. The Borrower hereby requests that the Lender extends the Maturity Date for an additional period of [____] **[up to one year]**, which will extend the Maturity Date from _____, 20___, to _____, 20___.

3. The Borrower hereby represents that, on the date hereof, all representations and warranties contained in the Loan Documents (excluding the representations and warranties which are expressly limited to a specified date) are true and correct as if made on the date hereof and no Default or Event of Default has occurred and is continuing.

DATED this _____ day of _____, 20____.

PULSE SEISMIC INC.

Per: _____

Name:

Title:

SCHEDULE G-1
TO THE CREDIT AGREEMENT

FORM OF LOAN GUARANTEE

GUARANTEE

THIS GUARANTEE (this **Guarantee**) is made as of _____, 20___ by ●, a **[corporation, partnership, limited partnership]** subsisting under the laws of **[Alberta or other]** (the **Guarantor**), in favour of and for the benefit of the Guarantee Beneficiaries.

RECITALS

1. The Guarantee Beneficiaries have agreed to enter into (i) the Credit Agreement, (ii) Hedge Agreements, or (iii) Cash Management Arrangements, in each case on the condition that the Guarantor provide this Guarantee; and

2. The Guarantor will derive significant benefit from the extension of credit by the Guarantee Beneficiaries to the Borrower, and any other Borrower Group Obligors under the Hedge Agreements or Cash Management Arrangements.

NOW THEREFORE the Guarantor agrees with the Guarantee Beneficiaries as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Guarantee, unless something in the subject matter or context is inconsistent therewith:

Credit Agreement means the amended and restated credit agreement dated as of December 18, 2020, among Pulse Seismic Inc., as borrower and The Toronto-Dominion Bank, as Lender, as it may be amended, supplemented or otherwise modified or restated from time to time.

Documents means, collectively, the Credit Agreement and any other Loan Document, the Hedge Agreements and the Cash Management Arrangements.

Guarantee Beneficiaries means The Toronto-Dominion Bank and its permitted successors and assigns as Lender and on behalf of the Cash Management Provider and the Swap Lenders from time to time.

Guaranteed Obligations means, collectively and at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower and any other Borrower Group Obligor to the Guarantee Beneficiaries or any of them under, pursuant or relating to any of the Documents, including all Outstandings, all Cash Management Obligations and all Secured Swap Obligations, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

Other Taxes means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Guarantee.

Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit

Agreement. For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings and Guarantee References

(a) The division of this Guarantee into Articles and Sections and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Guarantee.

(b) The term “this Guarantee”, “hereof”, “hereunder” and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any amendments or supplements hereto. Unless otherwise stated, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

(c) Words importing the singular number shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

(d) The word “including” shall not be construed to limit or restrict the generality of the matter that precedes it.

(e) References herein to a statute include, unless otherwise stated, regulations passed or in force pursuant thereto and any amendments to such statute or to such regulations from time to time, and any legislation or regulations substantially replacing the same or substantially replacing any specific provision to which such reference is made.

ARTICLE 2
NO COLLATERAL AGREEMENTS

2.1 Acknowledgement

The Guarantor confirms that its obligations under this Guarantee are not subject to any promise or condition affecting or limiting its liability, and no statement, representation, collateral agreement or promise on the part of the Guarantee Beneficiaries or any officer, employee or agent thereof forms any part of this Guarantee or has induced the making thereof or shall be deemed in any way to affect the Guarantor’s liability hereunder, unless expressly set out herein. It is the parties’ intent that all conditions and limitations relating to this Guarantee be expressly set out herein, failing which the Guarantor expressly waives reliance thereon as a defence to or limitation of its obligations hereunder.

ARTICLE 3
GUARANTEE

3.1 Guarantee

The Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guarantee Beneficiaries the due and punctual payment, discharge and full performance of all Guaranteed Obligations. The Guarantor covenants that the Guaranteed Obligations will be fully and punctually paid and performed by the Guarantor strictly in accordance with the terms of the Documents, whether the same become due on maturity, by mandatory prepayment, by demand, acceleration or otherwise. The Guarantor hereby indemnifies the Guarantee Beneficiaries on demand by the applicable Guarantee Beneficiaries against any loss or liability suffered by them as a result of any Guaranteed Obligation being or becoming unenforceable, invalid or illegal.

3.2 Continuing Guarantee

This Guarantee shall be a continuing guarantee, shall cover and secure any ultimate balance owing to the Guarantee Beneficiaries, and shall be operative and binding notwithstanding that at any time or times the Guaranteed Obligations may equal zero or that any payments from time to time may be made to the Guarantee Beneficiaries or any settlements of account effected or any other thing whatsoever done, suffered or permitted, or any other action short of actual and final payment to the Guarantee Beneficiaries of all Guaranteed Obligations.

3.3 Other Indemnitors and Guarantors

This Guarantee shall be operative and binding regardless of whether or not any proposed indemnitor or guarantor or any other Persons have executed or shall execute any indemnity or guarantee of the Guaranteed Obligations or is or are or shall become in any other way responsible to the Guarantee Beneficiaries for or in respect of the Guaranteed Obligations or any part thereof, and regardless of whether or not any other Persons now or hereafter liable to the Guarantee Beneficiaries for the Guaranteed Obligations or any part thereof (whether under this Guarantee or otherwise) shall cease to be so liable.

3.4 Identity of Borrower and other Borrower Group Obligors

This Guarantee is to extend to the Borrower and each other Borrower Group Obligor notwithstanding any change or changes in the name, business, powers, objects, membership, partners, shareholders or other equity owners, directorate, organization or management of the Borrower or other Borrower Group Obligor, and notwithstanding any reorganization of the Borrower or other Borrower Group Obligor or the merger or amalgamation of the Borrower or other Borrower Group Obligor with another or others, or the sale or disposal of any of the Borrower's or other Borrower Group Obligor's business in whole or in part to another or others, or the surrender, forfeiture or termination of its articles or charter, or the receivership, dissolution, insolvency, winding-up, arrangement, reorganization, bankruptcy or liquidation of or in respect of the Borrower or other Borrower Group Obligor, and no such event shall lessen, release or discharge the obligations of the Guarantor under this Guarantee.

3.5 Acknowledgement of Continued Liability

The Guarantor shall from time to time forthwith on the reasonable request of the Guarantee Beneficiaries deliver to them suitable acknowledgements of its continued liability hereunder in such form as counsel for the Guarantee Beneficiaries may advise.

3.6 Guarantor to Pay; Interest; Currency

(a) If the Borrower or other Borrower Group Obligor shall default in payment or performance of the Guaranteed Obligations or any part thereof strictly in accordance with the provisions of the applicable Document(s) as and when the same become due, payable or performable, such that an Event of Default has occurred and is continuing, then the Guarantor shall, so often as any such default happens, on demand by the Guarantee Beneficiaries, forthwith pay to the Guarantee Beneficiaries the amount in default (including any accelerated obligations), and perform any obligations in respect of which the Borrower or such other Borrower Group Obligor is then in default.

(b) If the Guarantee Beneficiaries make demand upon the Guarantor as provided in this Section 3.6, the Guarantor shall thereupon be liable to the Guarantee Beneficiaries for the amount demanded directly, as principal, and not just as surety, and will not plead or assert to the contrary in any proceeding taken by the Guarantee Beneficiaries in enforcing this Guarantee.

(c) The Guarantor shall pay interest on those of the Guaranteed Obligations that are payment obligations for which demand shall have been made, computed from and after the date of demand until payment in full, at the rate or rates provided in the applicable Document(s) in respect of the obligation so demanded, calculated and compounded in the same manner, but without duplication of interest which is payable by the Guarantor where such interest forms part of the Guaranteed Obligations.

(d) Notwithstanding any other provision of this Section 3.6, to the extent that a Cash Management Provider is required to at any time and from time to time transfer, consolidate, net and/or setoff any amounts deposited in any accounts of the Guarantor in order to give effect to the terms of any Cash Management Arrangements (other than provisions enforcing rights or remedies of such Cash Management Provider under such Cash Management Arrangements), such actions not constitute the exercise of a right or remedy under this Guarantee or the receipt of a payment under the Credit Agreement.

(e) All Guaranteed Obligations that are payment obligations shall be paid by the Guarantor in whichever currency or currencies in which they are denominated.

3.7 Statement of Obligations

The statement in writing of the Guarantee Beneficiaries from time to time of the indebtedness, obligations or liability of the Borrower or other Borrower Group Obligor to them shall be *prima facie* evidence of the amount of the indebtedness, obligations or liability. All right to question in any way the present or future method of the Guarantee Beneficiaries of dealing with the Borrower, any other Borrower Group Obligor or with any Persons now or hereafter liable to the Guarantee Beneficiaries for the Guaranteed Obligations or any part thereof, is hereby waived to the extent permitted by Applicable Law. The Guarantor renounces all benefits of discussion and division.

3.8 Not Bound to Exhaust Recourse

The Guarantee Beneficiaries shall not be bound to exhaust their recourse against the Borrower or any other Borrower Group Obligor or to pursue any rights or remedies they may have against the Borrower or any other Borrower Group Obligor, any other indemnitor or guarantor or any other Person, or to make any demand on or present any note to the Borrower or any other Borrower Group Obligor or any Person other than the Guarantor, or file any proof of claim in any insolvency, administration, arrangement, winding-up, liquidation or bankruptcy before demanding or being entitled to demand payment from the Guarantor hereunder.

3.9 Corporate Authority

The Guarantee Beneficiaries shall not be concerned to see or enquire into the powers of the Borrower, any other Borrower Group Obligor or any of the directors, officers, partners (or directors or officers thereof) or agents of the Borrower or any other Borrower Group Obligor acting or purporting to act on its behalf, and all moneys, advances, renewals and credits in fact borrowed or obtained in the professed exercise of such powers shall be deemed to form part of the Guaranteed Obligations even if irregularly, fraudulently, defectively or informally effected or in excess of the powers of the Borrower, any other Borrower Group Obligor or any of the directors, officers, partners (or directors or officers thereof) or agents of the Borrower, or any other Borrower Group Obligor, and notwithstanding any incapacity or disability of any thereof, and further notwithstanding any actual or constructive notice of the powers of the Borrower, any other Borrower Group Obligor or any of the directors, officers, partners (or directors or officers thereof) or agents of the Borrower or any other Borrower Group Obligor.

3.10 Reinstatement

Where any discharge (whether in respect of the obligations of the Borrower or any other Borrower Group Obligor, any security for such obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on insolvency, bankruptcy, administration, arrangement, liquidation or otherwise, the liability of the Guarantor under this Guarantee shall continue as if there had been no such discharge or arrangement. The Guarantee Beneficiaries shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.

3.11 Postponement of Claims

During the existence of an Event of Default, all indebtedness and liabilities, present and future, of the Borrower and each other Borrower Group Obligor to the Guarantor, together with any security therefor, is hereby postponed and subordinated to all present and future indebtedness and liabilities of the Borrower and each other Borrower Group Obligor to the Guarantee Beneficiaries, and all monies received from the Borrower or any other Borrower Group Obligor or for the account of the Borrower or such other Borrower Group Obligor by the Guarantor during the existence of an Event of Default shall be received and held by the Guarantor in trust for the Guarantee Beneficiaries and forthwith upon receipt paid over to the Guarantee Beneficiaries until the Borrower's and each other Borrower Group Obligor's indebtedness and liabilities to the Guarantee Beneficiaries is finally paid and satisfied in full, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Guarantee Beneficiaries under this Guarantee.

3.12 Subrogation; No Competition with Guarantee Beneficiaries

The Guarantor shall not exercise any rights which it may have acquired by way of subrogation, indemnity or contribution under this Guarantee (by virtue of any payment being made by it hereunder, any liability to make payment hereunder, or otherwise), or exercise any right of contribution against the Borrower or any other Borrower Group Obligor, or claim or exercise any right of set-off against the Borrower or any other Borrower Group Obligor, unless and until all Guaranteed Obligations have been finally paid and performed in full. If any amount shall be paid (including through any exercise of set-off rights) to the Guarantor arising out of or based upon such right of subrogation, indemnity, contribution or set-off at a time when the Guaranteed Obligations have not been paid and performed in full, such amount (in the case of a set-off, an amount equal to such set-off in fact exercised by it) shall be deemed to have been paid to the Guarantor for the benefit of, and held by the Guarantor in trust for, the Guarantee Beneficiaries and shall forthwith be paid to the Guarantee Beneficiaries to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

3.13 Filing of Claims in Insolvency

Notwithstanding Section 3.12, on request by the applicable Guarantee Beneficiaries, the Guarantor shall file, enforce and collect all claims against the Borrower and any other Borrower Group Obligor in any receivership, bankruptcy, arrangement or other proceedings in which the filing of claims is contemplated by Applicable Law in respect of any indebtedness of the Borrower or any other Borrower Group Obligor to the Guarantor, and will hold in trust and assign to the Guarantee Beneficiaries all of the Guarantor's rights thereunder. If the Guarantor fails to file, enforce or collect any such claim, any Guarantee Beneficiary, as attorney in fact of the Guarantor, is hereby authorized to do so in the name of the Guarantor or, in its discretion, to assign the claim to the Guarantee Beneficiaries or their nominee and cause a proof of claim to be filed in the Guarantee Beneficiaries' name or the name of their nominee. In all such cases, whether in receivership, bankruptcy, arrangement proceedings or otherwise, the Person or Persons authorized to pay such claim shall be fully authorized and entitled to pay to the Guarantee

Beneficiaries or their nominee the full amount payable on the claim in the proceeding before making any payment to the Guarantor, and to the extent necessary to give effect hereto, the Guarantor hereby assigns to the Guarantee Beneficiaries all of its rights to any payments or distributions to which the Guarantor otherwise would be entitled in such proceeding.

3.14 Preservation of Rights

Until all amounts which may be or become payable by any and all indemnitors and guarantors under or in connection with the Documents have been irrevocably paid and discharged in full (whether by the Borrower, any other Borrower Group Obligor, the Guarantor or otherwise), after a claim has been made pursuant to this Guarantee which has not been paid in full, the Guarantee Beneficiaries may:

(a) refrain from applying or enforcing any other security, monies or rights held or received by the Guarantee Beneficiaries, as the case may be, in respect of (or capable of being applied in respect of) such amounts or apply and enforce the same in such manner and order as the Guarantee Beneficiaries see fit (whether against such amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(b) hold in a suspense account (with the obligation to pay interest on the monies held therein at a reasonable rate available to it for deposits made by it in the same currency on like terms and in like amounts) any monies received from the Guarantor or on account of the Guarantor's liability under this Guarantee.

3.15 Set off

If an Event of Default has occurred and is continuing, the Lender is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Lender to or for the credit or the account of the Guarantor against any and all of the Guaranteed Obligations, irrespective of whether or not the Lender has made any demand under any Loan Document and although such obligations of the Guarantor may be contingent or unmatured or are owed to a branch or office of the Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lender may have. The Lender agrees to promptly notify the Borrower after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

ARTICLE 4
OBLIGATIONS NOT RELEASED

4.1 Obligations Absolute

The obligations of the Guarantor hereunder shall be absolute and unconditional, and shall not be released, diminished, discharged or in any way lessened, abated, impaired or reduced by:

(a) the Guarantee Beneficiaries agreeing to any renewal, extension, increased commitment, change, variation, alteration, restatement, waiver, modification, release or discharge in or in respect of the Guaranteed Obligations or any of the Documents, or anything done, suffered or permitted by the Guarantee Beneficiaries in relation to the Guaranteed Obligations or any of the Documents, including any amendment or change in the manner, time, place or calculation of payment of the Guaranteed Obligations (including increases or decreases in principal, interest rates, fees or other obligations);

(b) time or any indulgence being given to, the Borrower or any other Borrower Group Obligor or any other Person by the Guarantee Beneficiaries;

(c) the merging of any of the Documents or the Guaranteed Obligations or other obligations of the Borrower or any other Borrower Group Obligor in, or any alteration thereof by virtue of, any subsequent agreement or amending agreement;

(d) the Guarantee Beneficiaries agreeing to any compromise, settlement, proposal, arrangement or plan of reorganization affecting the Borrower or any other Borrower Group Obligor or any other indemnitor or guarantor;

(e) the Guarantee Beneficiaries agreeing to the release of any other indemnitor or guarantor or any other Person liable directly or as surety or otherwise for the Guaranteed Obligations or any part thereof, or the addition of any indemnitor, guarantor, endorser or surety;

(f) the Guarantee Beneficiaries failing or omitting to, or refraining from, taking any action to enforce any of the Documents or any rights or remedies thereunder, or proving the claim or part of the claim of the Guarantee Beneficiaries in any liquidation, bankruptcy, winding-up, compromise, arrangement or other proceeding relating to the Borrower or any other Borrower Group Obligor or any other Person;

(g) the lack of validity, enforceability, provability or collectability (in whole or in part) for any reason of, or any informality, defect or irregularity in or omission from, the Guaranteed Obligations or any of the Documents or any impossibility, impracticability, frustration, illegality, fraud, forgery, force majeure, act of government or change in Applicable Laws, or the loans or advances constituting the Guaranteed Obligations having been made in excess of the power of the Guarantee Beneficiaries or any of them or in contravention of any of their governing statutes or constating documents;

(h) any common law or statute bar on enforcement of the whole or any part of the Guaranteed Obligations or any of the Documents;

(i) any marshalling of assets and liabilities;

(j) any notice by the Guarantor purporting in any way to limit its liability hereunder in respect of any Guaranteed Obligations, whether arising prior or subsequent to such notice;

(k) any failure or lack of diligence on the part of the Guarantee Beneficiaries to examine, inspect, investigate, monitor or take any other steps in connection with any of the Borrower's or any other Borrower Group Obligor's obligations under any of the Documents, including in respect of environmental matters;

(l) any limitation on the amount indemnified or guaranteed by any other indemnitor or guarantor of the Guaranteed Obligations; or

(m) any other event, circumstance, occurrence or contingency which might otherwise constitute a legal or equitable defence available to, or discharge of, the Guarantor, the Borrower or any other Borrower Group Obligor or any other indemnitor or guarantor of or in respect of the Guaranteed Obligations;

in each case regardless of how substantial, fundamental or material such event or circumstance mentioned above may be, or however prejudicial it may be to the Guarantor, and without any requirement for notice to the Guarantor of any of such event or circumstance.

4.2 Security from the Borrower or an Borrower Group Obligor

(a) Without limiting the generality of Section 4.1, the Guarantee Beneficiaries shall be at liberty (without in any way prejudicing or affecting their rights hereunder) from time to time to hold and receive such security for the Guaranteed Obligations or any part thereof as they may deem proper, and may give up, vary, exchange, release, surrender, discharge, waive, postpone, subordinate, abandon or otherwise deal with or fail to deal with such security or any part thereof or property covered thereby or allow the Borrower, any other Borrower Group Obligor or others to deal with the property covered thereby, all as the Guarantee Beneficiaries may consider expedient or appropriate.

(b) The Guarantee Beneficiaries may, without exonerating in whole or in part the Guarantor, abstain from taking, perfecting or registering, or from continuing any such perfection or registration of, or from taking advantage of, any security or the provisions of any Applicable Laws relating thereto.

(c) The Guarantee Beneficiaries may realize or refrain from realizing upon any security when, and in such manner, as the Guarantee Beneficiaries deem expedient, and the Guarantor waives any right it may have to receive notice of any actions or proceedings taken in respect thereof.

(d) None of (i) the failure to take or any loss of or in respect of any security or the property covered thereby, whether occasioned by the fault, omission, carelessness, negligence or recklessness of the Guarantee Beneficiaries or otherwise (including improvident or improper handling, collection or realization thereof or thereunder), (ii) the failure by the Guarantee Beneficiaries, in whole or in part, to put or keep themselves in a position to deliver any security or any of it to the Guarantor on payment of the Guaranteed Obligations, or (iii) any release, modification or waiver of, or failure, omission, delay, neglect, refusal or lack of diligence to enforce, any right, benefit, privilege or interest under any contract or agreement under which the rights of the Borrower or any other Borrower Group Obligor have been collaterally or absolutely assigned or in which a security interest has been granted, shall in any way limit, lessen or release or otherwise abate the liability of the Guarantor hereunder.

4.3 Dealing with the Borrower or other Borrower Group Obligors

It is the intent of the Guarantor and the Guarantee Beneficiaries that the Guarantee Beneficiaries may discontinue, reduce, increase or otherwise vary the credit of the Borrower and otherwise deal, in the broadest sense of that word, with the Borrower, any other Borrower Group Obligor and others, including any other indemnitor or guarantor, as the Guarantee Beneficiaries may see fit, all without prejudice to or in any way limiting or lessening the Guarantor's liability hereunder and without necessity for obtaining the consent of or giving notice to the Guarantor.

4.4 Notices not Required

No Guarantee Beneficiary nor any other Person shall have any duty or obligation to notify, or timely notify, the Guarantor of (i) any default, event of default, demand or similar event (however denominated) under any of the Documents, or any renewal, extension, supplement, modification, rearrangement, amendment, restatement, replacement, cancellation, rescission, revocation or reinstatement (whether or not material) in respect thereof, (ii) any taking, release or exchange of any security, (iii) any action taken or not taken by any Guarantee Beneficiary or any other Person against the Borrower or any other Borrower Group Obligor or any other Person, (iv) any new agreement between any Guarantee Beneficiary, the Borrower, any other Borrower Group Obligor or any other Person, or (v) any other event or circumstance whatsoever.

ARTICLE 5
REPRESENTATIONS, COVENANTS

5.1 Representations

The Guarantor represents and warrants to each of the Guaranteed Beneficiaries that it has determined that its liability and obligation under this Guarantee may reasonably be expected to substantially benefit the Guarantor directly, and the board of directors of the Guarantor (or the equivalent thereof) has made such determination. The Guarantor has had full and complete access to the underlying papers relating to the Guaranteed Obligations and all other papers executed by any other Person in connection with the Guaranteed Obligations. The Guarantor is fully informed of all circumstances which bear upon the risks of executing this Guarantee which a diligent inquiry would reveal. The Guarantor has adequate means to obtain from the Borrower or any other Borrower Group Obligor, as the case may be, on a continuing basis, information concerning the Borrower's or such other Borrower Group Obligor's financial condition, and is not depending on any Guarantee Beneficiary to provide such information, now or in the future. The Guarantor agrees that no Guarantee Beneficiary shall have any obligation to advise or notify the Guarantor or to provide the Guarantor with any data or information. The Guarantor acknowledges receipt of a copy of all the Documents and understands the obligations of the Borrower thereunder.

5.2 Covenants

The Guarantor hereby covenants and agrees with the Guarantee Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrower contained in the Credit Agreement or other Documents that the Borrower agrees with that the Guarantor shall observe, perform and comply.

ARTICLE 6
WITHHOLDING TAXES

6.1 Payment Net of Withholding Taxes

The Guarantor shall make all payments required hereunder, whether by way of principal, interest or otherwise, without withholding any Indemnified Taxes or Other Taxes. If the Guarantor is required by Applicable Law to deduct any withholding Taxes from or in respect of any amounts payable under this Guarantee (i) with the exception of Excluded Taxes, the amounts payable by the Guarantor hereunder will be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 6.1) the Guarantee Beneficiaries will receive an amount equal to the sum they would have received had no such deductions been made, (ii) the Guarantor will make such deductions and (iii) the Guarantor will pay the full amount deducted to the relevant taxing authority or other Governmental Authority in accordance with Applicable Law.

ARTICLE 7
EXPENSES AND INDEMNITY

7.1 Expenses

The Guarantor shall pay to the Guarantee Beneficiaries all reasonable out-of-pocket costs and expenses incurred by the Guarantee Beneficiaries from time to time in the documentation, preparation, negotiation, printing, execution, registration, delivery, enforcement, realization and collection of or in respect of this Guarantee, including the reasonable fees of legal counsel for the Guarantee Beneficiaries on a solicitor and his own client basis. All such amounts shall be payable by the Guarantor on demand, shall bear interest at the Prime Rate plus the Applicable

Pricing Margin for Prime Loans plus 2% per annum, calculated from the date demanded by the Guarantee Beneficiaries to the date paid by the Guarantor.

7.2 Indemnity

The Guarantor shall indemnify the Guarantee Beneficiaries and hold them harmless against all losses, costs, expenses, liabilities, actions, suits, claims or damages of any and every kind incurred by the Guarantee Beneficiaries as a result of:

(a) a default by the Guarantor in the payment of any Guaranteed Obligations, and

(b) the failure by the Guarantor to comply with any of its covenants or other obligations hereunder.

Without limiting the generality of the foregoing, this indemnity shall extend to:

(i) reasonable legal fees on a solicitor and his own client basis, including the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter, and

(ii) any amounts payable arising out of a settlement of any action entered into between the Guarantee Beneficiaries or any of them and any other Person with or without the consent of the Guarantor.

A certificate of the Guarantee Beneficiaries as to the amount of any such loss or expense shall be *prima facie* proof of the amount thereof, in the absence of manifest error. The amount required to be paid by the Guarantor hereunder shall be payable by the Guarantor on demand, shall bear interest at the Prime Rate calculated from the date of demand for any indemnified outlay is made by the Guarantee Beneficiaries hereunder to the date paid by the Guarantor. The provisions of and undertakings and indemnification set out in this Article 7 shall survive the payment and satisfaction of the Guaranteed Obligations.

ARTICLE 8
GENERAL

8.1 Notice

Any notice, communication or demand to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile, email or other electronic means of communication addressed as follows:

To the Guarantor:

[Insert name of applicable guarantor]
Suite 2400
639 - 5th Avenue S.W.
Calgary, Alberta T2P 0M9

Attention: **[Redacted: Name and title]**

Fax No. **[Redacted: Fax number]**

To the Guarantee Beneficiaries:

The Toronto-Dominion Bank, as Lender
TD Commercial Banking
1100, 421 – 7 Avenue S.W.
Calgary AB T2P 4K9

Attention: **[Redacted: Name and title]**
Email: **[Redacted: Name and title]** or to such other address, email or facsimile number as any party may from time to time notify the other in accordance with this Section 8.1. Any notice, communication or demand made or given by personal delivery during usual business hours at the place of receipt on a Banking Day shall be deemed to have been given on the day of actual delivery thereof. Any notice, communication or demand made or given by personal delivery after usual business hours on a Banking Day or by facsimile, email or other electronic means of communication shall be deemed to have been given, on the first Banking Day following the delivery or transmittal thereof.

8.2 Governing Law and Jurisdiction

(a) THIS GUARANTEE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE PROVINCE OF ALBERTA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

(b) The Guarantor agrees that the courts of Alberta shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the aforesaid documents and it irrevocably submits to the non-exclusive jurisdiction of such courts, without prejudice to the rights of any Guarantee Beneficiary to take proceedings in any other jurisdictions, whether concurrently or not.

(c) The Guarantor agrees that final judgment in any such suit, action or proceeding brought in such courts shall be conclusive and binding upon it and may be enforced against it in the courts of Canada (or any other courts to the jurisdiction of which it or its property is subject) by a suit upon such judgment, provided that it does not waive any right to appeal any such judgment, to seek any stay or otherwise to seek reconsideration or review of any such judgment.

8.3 Payment on Stay

If:

(a) the Borrower, any other Borrower Group Obligor or the Guarantor is prevented from making payment of any of the Guaranteed Obligations when it would otherwise be required to do so; or

(b) the Guarantee Beneficiaries are prevented from demanding payment of the Guaranteed Obligations;

in each case because of a stay or other judicial proceeding or any other legal impediment, all Guaranteed Obligations or other amounts otherwise subject to demand, acceleration or payment shall nevertheless be payable by the Guarantor as provided for hereunder.

8.4 Judgment Currency

If, for the purposes of obtaining or enforcing judgment against the Guarantor in any court, or for any other related purpose hereunder, it is necessary to convert an amount due under this Guarantee in the currency in which it is due (the **Original Currency**) into another currency (the **Second Currency**), the rate of exchange applicable shall be the daily noon day rate quoted by the Bank of Canada on the relevant date to purchase the Original Currency with the Second Currency and includes any premium and costs of exchange payable in connection with such purchase. The Guarantor agrees that its obligation in respect of any Original Currency due from it shall, notwithstanding any judgment or payment in the Second Currency, be discharged only to the extent that on the Banking Day following the receipt of any sum so paid or adjudged to be due hereunder in the Second Currency the payee may purchase in the market the Original Currency with the amount of the Second Currency so paid or so adjudicated to be due; and if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, the Guarantor agrees that the deficiency shall be a separate obligation of it, independent from its obligations under this Guarantee, and shall constitute in favour of the Guarantee Beneficiaries a cause of action which shall continue in full force and effect notwithstanding any such judgment or order to the contrary, and the Guarantor agrees, notwithstanding any such payment or judgment, to indemnify the Guarantee Beneficiaries against any such loss or deficiency.

8.5 Prohibited Rate

In no event shall any interest or fee to be paid hereunder exceed the maximum rate permitted by Applicable Law. In the event any such interest rate or fee exceeds such maximum rate, such rate shall be adjusted downward to the highest rate (expressed as a percentage per annum) or fee that the parties could validly have agreed to by contract on the date hereof under Applicable Law. It is further agreed that any excess actually received by a Guarantee Beneficiary shall be credited against the Guaranteed Obligations.

8.6 Assignment

(a) The Guarantee Beneficiaries may assign, or grant participation in, this Guarantee (in whole or in part) to any Person to whom they are entitled to assign any Guaranteed Obligations under any of the Documents.

(b) Except as permitted by the Documents, the Guarantor shall not assign its rights or obligations hereunder without the prior written consent of the Guarantee Beneficiaries.

(c) Subject to paragraphs (a) and (b), this Guarantee shall enure to the benefit of and be binding upon the Guarantor, the Guarantee Beneficiaries, and their respective successors and permitted assigns.

8.7 Severability

If one or more of the provisions of this Agreement or any part of any of them is, or is adjudged to be, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and such invalid, illegal or unenforceable provision or part shall, to the extent permitted at law, be severable.

8.8 Whole Agreement

This Guarantee constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof.

8.9 Amendments, Waivers and Consents

This Guarantee may only be amended by an agreement in writing among the Guarantor and the Lender, and provisions hereof may be waived or matters consented to by the Lender only if the Lender so agrees in writing. Any waiver or consent by the Lender under any provision of this Guarantee may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

8.10 Further Assurances

(a) Each party shall promptly cure any defect by it in the execution and delivery of this Guarantee.

(b) The Guarantor, at its expense, shall promptly execute and deliver to the Guarantee Beneficiaries, upon request by the Guarantee Beneficiaries in writing, all such other and further documents, agreements, legal opinions, certificates and instruments in order to give effect to the covenants and agreements of the Guarantor in this Guarantee, and shall make any recording, file any notice or obtain any consent in connection therewith, all as may be reasonably necessary or appropriate.

8.11 Time of the Essence

Time is of the essence of this Guarantee.

8.12 Separate Action

In case of default hereunder, the Guarantee Beneficiaries may maintain an action or separate successive actions upon this Guarantee against the Guarantor whether or not the Borrower or the applicable Borrower Group Obligor is joined therein or a separate action is brought against the Borrower, such Borrower Group Obligor or any other indemnitor or guarantor or any judgment obtained against any of them. The Guarantee Beneficiaries' rights shall not be exhausted by the exercise of any of the Guarantee Beneficiaries' rights hereunder or otherwise against the Guarantor or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid and performed, and each of the Guarantor's obligations hereunder has been fully performed.

8.13 Waiver and Acknowledgement

(a) To the extent permitted by Applicable Law the Guarantor hereby expressly waives:

(i) notice of acceptance of this Guarantee;

(ii) notice of the existence or creation of all or any of the Guaranteed Obligations;

(iii) any right to require marshalling of assets and liabilities;

(iv) presentment, notice of dishonour, protest, and all other notices whatsoever; and

(v) diligence in collection or protection of or realization upon all or any of the Guaranteed Obligations or any obligation hereunder.

(b) The Guarantor acknowledges the terms of each of the Documents and consents to and approves each of the same.

(c) The Guarantor hereby acknowledges receipt of a true and complete copy of this Guarantee.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee.

[INSERT GUARANTOR'S NAME]

Per: _____

Name:

Title:

SCHEDULE G-2
TO THE CREDIT AGREEMENT

FORM OF GENERAL SECURITY AGREEMENT

GENERAL SECURITY AGREEMENT

This General Security Agreement (this **Agreement**) is made as of _____, 20___ by ●, a **[corporation, partnership, limited partnership]** subsisting under the laws of **[Alberta or other]** (the **Debtor**), in favour of and for the benefit of The Toronto-Dominion Bank, as Lender, the Cash Management Provider and the Swap Lenders and each of them (The Toronto-Dominion Bank, in such capacity, and its successors and assigns are herein called the **Secured Party**).

RECITALS

1. The **[Borrower/Debtor]**, The Toronto-Dominion Bank, as Lender are parties to the Credit Agreement.

2. Pursuant to the Credit Agreement, the Debtor is required to execute and deliver this Agreement to and in favour of the Secured Party as collateral security for the payment and performance of the Obligations.

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

Collateral means the property, assets and undertakings which are subject to the lien hereof; such term shall be deemed to refer to such property, assets and undertakings or any part thereof but shall not include consumer goods (as defined in the PPSA).

Credit Agreement means the amended and restated credit agreement dated as of December 18, 2020, among **[the Debtor/Pulse Seismic Inc.]**, as borrower and The Toronto-Dominion Bank, as Lender, as it may be amended, supplemented or otherwise modified or restated from time to time.

Distribution means:

(a) the declaration, payment or setting aside for payment of any dividend or distribution on or in respect of any of the Collateral constituting securities;

(b) the payment, distribution or return of any capital of any Persons; or

(c) the redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any interests in the capital of any Persons or any securities, instruments, or contractual rights capable of being converted into, exchanged or exercised for interests in the capital of any Persons.

Documents means, collectively, the Credit Agreement and any other Loan Document, the Hedge Agreements and the Cash Management Arrangements.

lien hereof means the Liens created or expressed to be created or required to be created by the Debtor pursuant to this Agreement.

Obligations means, collectively and at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Debtor pursuant to or relating to any of the Documents, including all Outstandings, all Cash Management Obligations and all Secured Swap Obligations, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

PPSA means the *Personal Property Security Act* (Alberta).

Receiver means any receiver or receivers of the Collateral appointed by the Secured Party pursuant to this Agreement or by a court having jurisdiction; such term shall be deemed to refer to a receiver or receiver-manager.

Capitalized words and phrases used in this Agreement and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement. For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings, References and Schedules

(a) The division of this Agreement into Articles and Sections and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(b) The term “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any amendments or supplements hereto. Unless otherwise stated, references herein to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement.

(c) Words importing the singular number shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

(d) The word “including” shall not be construed to limit or restrict the generality of the matter that precedes it.

(e) References herein to a statute include, unless otherwise stated, regulations passed or in force pursuant thereto and any amendments to such statute or to such regulations from time to time, and any legislation or regulations substantially replacing the same or substantially replacing any specific provision to which such reference is made.

ARTICLE 2
SECURITY

2.1 Security for Obligations

As continuing security for the due payment, observance and performance of all of the Obligations, but subject to the exceptions hereinafter contained, the Debtor hereby:

(a) **personal property:** grants to and in favour of the Secured Party a continuing security interest in all of the Debtor’s present and after-acquired personal property and rights thereto and therein (including all present and after-acquired intellectual property and rights thereto and therein, all present and after-acquired electronic information and

electronic information storage and computer systems, all present and after-acquired franchises, privileges, permits, grants, licences, authorizations, contracts and agreements, and all goods, chattel paper, investment property, documents of title, instruments, money and intangibles, as such terms are defined in the PPSA), wherever located;

(b) **increases and additions:** for certainty, grants to the Secured Party a continuing security interest in, all increases, additions, accretions, attachments, parts, profits and accessions to any of the foregoing property, together with all substitutions for and replacements and renewals of any of the foregoing property;

(c) **proceeds:** grants to the Secured Party a continuing security interest in, all proceeds derived directly or indirectly from any dealing with any of the foregoing property (or any dealing with such proceeds), whether or not of the same type, class or kind as the original property, including any right to an insurance payment or any other payment as indemnity or compensation for loss or damage, and payments made in the total or partial discharge of an intangible, chattel paper, an instrument or a security; and

(d) **real property:** grants a first floating charge to and in favour of the Secured Party over all of the Debtor's present and after-acquired right, title, estate and interest (whether freehold, leasehold, profit à prendre or otherwise, and whether legal or equitable, corporeal or incorporeal) in and to all real property, buildings, structures, improvements, expansions, erections, works and fixtures, wherever located, and all accretions and accessions thereto, substitutions therefor, and all proceeds thereof.

2.2 Habendum

The Secured Party shall have and hold the Collateral and the rights hereby conferred on the Secured Party for the use and purpose and with the powers and authorities herein expressed.

2.3 Secured Party Not Liable on Debtor's Agreements, Etc.

Nothing contained in this Agreement shall be construed as rendering the Secured Party liable, directly or indirectly, for any obligations of the Debtor under any agreement, instrument, permit, lease, license or other document subject to the lien hereof, or any judgment, decree or order of any Governmental Authority.

2.4 Charge Valid Irrespective of Advance of Moneys

The lien hereof shall be and be deemed to be effective whether or not the money hereby secured or any part thereof shall be advanced before, upon or after the date of execution and issuance of this Agreement.

2.5 Acknowledgement

The Debtor, by executing this Agreement hereby acknowledges and agrees that:

(a) value has been given by the Secured Party;

(b) the Debtor has rights in the Collateral; and

(c) there is no agreement to postpone the attachment of the lien hereof.

2.6 Crystallization of Floating Charge

Without limiting its rights hereunder to crystallize and fix the floating charge created by Section 2.1(d) in any other manner or the powers, rights and remedies of the Secured Party hereunder in respect of the Collateral, the Secured Party may, at any time and from time to time, crystallize and fix such floating charge in respect of all or a portion of the property subject thereto by giving notice to the Debtor thereof, without any requirement for further intervention by the Secured Party (whether by the taking of possession, the appointment of a Receiver or otherwise). To the extent permitted by Applicable Law, but not in limitation of any occurrences that at law cause a floating charge security to crystallize or become fixed, the Debtor agrees that the floating charge security created by Section 2.1(d) shall crystallize and become fixed immediately and without any requirement for any notice or intervention on the part of the Secured Party, if an Event of Default occurs. The Debtor shall execute such further documents, make all filings and registrations, provide such legal opinions and do all acts reasonably requested by the Secured Party to give effect to the foregoing. The Debtor shall, forthwith on demand being made by the Secured Party, pay all reasonable fees, costs and expenses incurred by the Secured Party or its agents in connection with the filing, registering and depositing of this Agreement and all such supplementary and corrective instruments and all additional mortgage and security documents. The fees, costs and expenses incurred by the Secured Party or its agents hereunder shall be secured hereby and shall become part of the Obligations.

ARTICLE 3
ACCOUNTS; INVESTMENT PROPERTY

3.1 Assigned Accounts

The following provisions shall apply to all debts, accounts, claims, moneys, receivables and other similar items of personal property assigned and transferred to the Secured Party hereunder (in this Section called the **assigned accounts**):

(a) **collection:** following the occurrence of an Event of Default which is continuing, the Secured Party may collect, realize, sell or otherwise deal with the assigned accounts or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Debtor (except as otherwise required by law);

(b) **not bound to collect:** the Secured Party shall not be liable or accountable for any failure to collect, realize, sell or otherwise deal with or obtain payment of the assigned accounts or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing, selling or otherwise dealing with or obtaining payment of the same or for the purpose of preserving any rights of the Secured Party, the Debtor or any other Person in respect of the same;

(c) **trustee:** following the occurrence of an Event of Default which is continuing, all moneys collected or received by the Debtor in respect of the assigned accounts shall be held in trust by the Debtor for the benefit of the Secured Party, and paid over to the Secured Party forthwith on demand;

(d) **information:** the Debtor shall from time to time forthwith on request of the Secured Party furnish to the Secured Party any information relating to the assigned accounts and the Secured Party shall be entitled from time to time to inspect any documents pertaining thereto and take temporary custody thereof;

(e) **notifications:** following the occurrence of an Event of Default which is continuing, the Secured Party may notify any account debtor to make payment of the assigned accounts to or to the order of the Secured Party; and

(f) **control of proceeds:** following the occurrence of an Event of Default which is continuing, the Secured Party may take control of any proceeds of the assigned accounts.

3.2 Investment Property

If an Event of Default has occurred and is continuing, the Secured Party may require that the Debtor have any shares, stock, warrants, bonds, debentures, debenture stock and other investment property and all instruments that form part of the Collateral (collectively, the **Securities**) registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities. The Secured Party shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

ARTICLE 4
LEASES; RESTRICTIONS ON ASSIGNMENT; POSSESSION AND USE

4.1 Last Day of Term Excluded

The last day of the term of any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, shall be excepted from the lien hereof and shall not form part of the Collateral, but the Debtor shall stand possessed of such one day remaining upon trust for the Secured Party and shall assign and dispose of the same as the Secured Party or any assignee from the Secured Party of such lease or agreement shall direct. The Secured Party may at any time after the occurrence of an Event of Default remove the Debtor as trustee and appoint another in its place.

4.2 Prohibitions on Assignment

To the extent that an assignment of amounts payable and other proceeds arising under or in connection with, or the grant of a Lien in any agreement, licence, permit or quota of the Debtor would result in the termination of such agreement, licence, permit or quota (each, a **Restricted Asset**), the lien hereof with respect to each Restricted Asset will not apply but shall constitute a trust created in favour of the Secured Party, pursuant to which the Debtor holds as trustee all proceeds arising under or in connection with the Restricted Asset in trust for the Secured Party, on the following basis:

(a) subject to the Credit Agreement, until the lien hereof is enforceable the Debtor is entitled to receive all such proceeds; and

(b) whenever the lien hereof is enforceable, (i) all rights of the Debtor to receive such proceeds cease and all such proceeds will be immediately paid over to the Secured Party, and (ii) the Debtor will take all actions requested by the Secured Party to collect and enforce payment and other rights arising under the Restricted Asset.

4.3 Intellectual Property

(a) The lien hereof with respect to trade-marks constitutes a security interest in, and a charge of, such Collateral in favour of the Secured Party, but does not constitute an assignment or mortgage of such Collateral to the Secured Party.

(b) Until the lien hereof is enforceable, the grant of the lien hereof in intellectual property does not affect in any way the Debtor's rights to commercially exploit the intellectual property, defend it, enforce the Debtor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.

4.4 Realization on Agreements

Nothing in Section 4.2 or elsewhere in this Agreement shall be construed as limiting the rights of the Secured Party or any Receiver to rely upon provisions in any agreement or instrument subject to the lien hereof where such provisions are more favourable to the Secured Party or a Receiver than those contained herein (notwithstanding any inconsistency herewith), nor as requiring the Secured Party or any Receiver to comply with any restrictions of the nature referred to in Section 4.2 in connection with any realization on the Collateral where such compliance is not otherwise required by the law relating to realization of security.

4.5 Possession and Dealings with Collateral Prior to Default

Unless and until an Event of Default shall have occurred which is continuing, the Debtor may, subject to the express terms hereof (in particular, Section 5.1) and the terms of the Credit Agreement:

(a) possess, operate, manage use, deal with and dispose of the Collateral in the ordinary course of its business and for the purpose of carrying of the same; and

(b) exercise, enjoy and enforce all of its rights and remedies under any agreement subject to the lien hereof in the ordinary course of its business and for the purpose of carrying on the same;

but nothing herein shall be construed as subordinating the lien hereof to any other present or future creditor of the Debtor, whether secured or unsecured.

4.6 Voting and Other Rights

(a) Unless an Event of Default has occurred which is continuing, the Debtor is entitled to exercise, either directly or, if the Collateral constituting securities is registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such securities including the voting rights from time to time exercisable in respect of such securities and to give proxies, consents and waivers in respect thereof. No such action may be taken if it would violate or be inconsistent with this Agreement or any other Document or would have the effect of imposing any restriction on the transferability of any said securities.

(b) Upon the occurrence of an Event of Default which is continuing, the Secured Party may give the Debtor a notice prohibiting the Debtor from exercising the rights and powers of a holder of such securities including the voting rights in respect thereof, at which time all such rights of the Debtor will cease immediately and the Secured Party will have the right to exercise the rights and powers related to such securities including the right to vote.

4.7 Distributions

(a) Unless an Event of Default has occurred which is continuing:

(i) the Debtor is entitled to receive all Distributions or other payments in respect of the Collateral constituting securities; and

(ii) if the Collateral constituting securities has been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to the Debtor all directions and other instruments as the Debtor may request for the purpose of enabling the Debtor to receive the Distributions or other payments that the Debtor is authorized to receive pursuant to Section 4.7(a)(i) above.

(b) Upon the occurrence of an Event of Default which is continuing, all rights of the Debtor pursuant to Section 4.7(a) will cease and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that the Debtor would otherwise be authorized to retain pursuant to Section 4.7(a). All money and other property received by the Secured Party pursuant to the provisions of this Section 4.7(b) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of the Credit Agreement.

ARTICLE 5
COVENANTS OF THE DEBTOR

5.1 Restrictions on Creating Security and Property Dispositions

The Debtor covenants and agrees with the Secured Party that it shall not:

(a) **security:** create, assume, suffer to exist or otherwise have outstanding any Liens except for:

(i) Permitted Liens (provided that nothing in this Agreement shall be construed as subordinating or postponing the lien hereof to any such Permitted Liens); or

(ii) Liens hereafter created or assumed by it with the prior consent in writing of the Secured Party (provided that no such writing shall be construed as subordinating or postponing the lien hereof unless, and then only to the extent, expressly set out therein);

(b) **dispositions of assets:** sell, assign, exchange or transfer any property except for Permitted Dispositions; or

(c) **control:** grant “control” (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any Person other than the Secured Party.

5.2 Further Assurances and After-Acquired Property

(a) The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, transfers, Liens and assurances in order to give effect to the provisions hereof.

(b) The Debtor hereby irrevocably constitutes and appoints any officer of the Secured Party at its address herein set out, or any Receiver appointed by the court or the Secured Party

as herein set out, the true and lawful attorney of the Debtor with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to sue in the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with this section.

5.3 Survival

Each covenant and agreement set out in this Article 5 shall remain in force and effect until this Agreement has been terminated. The covenants and agreements set forth in this Article 5 are without limitation to any other covenants, undertakings or agreements contained herein or in any other document between the Debtor and the Secured Party.

ARTICLE 6
LIEN HEREOF ENFORCEABLE UPON OCCURRENCE OF AN EVENT OF DEFAULT

If any Event of Default shall occur and be continuing, the lien hereof shall become immediately enforceable.

ARTICLE 7
REMEDIES

7.1 Remedies

If the lien hereof becomes enforceable and the Secured Party has determined to enforce the same, the Secured Party may itself (or through an agent) to the fullest extent permitted by Applicable Law, and a Receiver appointed by the Secured Party pursuant to Section 7.2 hereof may:

(a) **possession of Collateral and power of entry**: take possession of the Collateral at such place or places as it may then be situate, and/or demand by notice in writing to the Debtor that the Debtor assemble and deliver possession of the Collateral to such place or places as is specified in such demand, whereupon the Debtor shall forthwith do so. The Secured Party or a Receiver may take such steps as it considers necessary or desirable to obtain possession of the Collateral to the exclusion of the Debtor and to that end the Debtor agrees that the Secured Party or Receiver may at any time enter upon lands and premises where the Collateral may be found for the purpose of taking possession of and/or removing the Collateral without being liable to the Debtor by reason of such entry. In the event that the Secured Party or Receiver takes possession of the Collateral, it shall have the right to seize, repossess and maintain the same upon the premises on which the Collateral may then be situate without removal to other premises, and may dispose of the same from such premises;

(b) **power of disposition**: sell, lease or otherwise dispose of the Collateral either as a whole or in separate parcels, units or parts, by public sale (including public auction) or private or closed tender or by private contract, with only those notices, if any, as are required by Applicable Law, and with or without advertising and without any other formality (except as otherwise required by Applicable Law), and such sale, lease or disposition shall be on such terms and conditions as to title, credit or deferred payment and otherwise and as to upset or reserve bid or price as may seem advantageous to the Secured Party or Receiver, and the Secured Party or Receiver shall not be required to accept the highest or any bid or tender at any public sale. If such sale, lease or disposition is made in whole or in part on credit or deferred payment, there need only be applied against the Obligations the actual cash received from time to time. The Secured Party may itself purchase or lease the Collateral, unless prohibited from doing so by

Applicable Law. The Secured Party or Receiver may rescind or vary any contract for the sale, lease or other disposition of the Collateral and may resell or re-lease without being answerable for any loss occasioned thereby, and may delay any disposition of the Collateral in whole or in part;

(c) **carrying on business**: carry on or concur in the carrying on, or cease the carrying on, of all or any part of the business or undertaking of the Debtor and receive all proceeds, rents, revenues, profits and any other income thereof, and enter into any contract that it deems reasonable, and may to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plants and undertakings of or occupied or used by the Debtor and may use any or all of the machinery, equipment, tools and other assets of the Debtor for such time as the Secured Party or Receiver sees fit, free of charge, to carry on the business of the Debtor and, if applicable, to produce or manufacture or complete the production or manufacture of any resources or products, to pack and ship or transport the resources or products, to employ and discharge any Persons upon such terms and remuneration as it deems appropriate, and generally to have the same rights and powers as the Debtor would have in carrying on such business were it not in default hereunder;

(d) **pay encumbrances**: pay all or any part of any indebtedness of the Debtor secured by a Lien against the Collateral, whether prior to or subordinate to the lien hereof;

(e) **foreclosure**: foreclose upon the Collateral pursuant to Applicable Law;

(f) **deal with Collateral**: obtain, hold, maintain, release to third parties, repair, replace, substitute, protect, preserve, process, prepare or otherwise deal with the Collateral in such manner, upon such terms and conditions and at such time or times as may seem advisable to the Secured Party or Receiver without notice to the Debtor (except as otherwise required by Applicable Law);

(g) **file proofs of claim**: file such proofs of claim and other documents as may be necessary or advisable in order to prove the claim of the Secured Party in any bankruptcy, proposal, winding-up or other proceeding relating to the Debtor or its property;

(h) **commence actions**: commence and proceed with any actions or judicial proceedings seeking such legal and/or equitable remedies as the Secured Party or Receiver deems advisable to protect and enforce its rights hereunder and the Collateral;

(i) **expenses of realization**: charge on its own behalf and pay to others amounts reasonably incurred (including legal fees and expenses on a solicitor and his own client basis, and Receivers' and accounting fees) in or in connection with any dealing with the Collateral or acts in respect thereof referred to in the preceding paragraphs, and in connection with the protection and enforcement of its rights hereunder (including in connection with advice with regard to any of the foregoing). The Secured Party or Receiver may deduct such amounts from the proceeds of realization or may add such amounts to the Obligations, whereupon the same shall be payable by the Debtor to the Secured Party on demand and shall bear interest at the Prime Rate calculated from the date incurred by the Secured Party or Receiver to the date paid by the Debtor and such amounts and such interest shall be secured by the lien hereof;

(j) **credit**: purchase on credit, borrow money in the Debtor's name or advance its own money on such terms and at such rates as it may deem reasonable; and

(k) **enforcement**: otherwise enforce this Agreement by any method permitted by Applicable Law.

To enable the Secured Party to exercise the powers granted to it hereunder, the Debtor hereby irrevocably appoints the Secured Party as its attorney and on its behalf to effect any sale, lease or other disposition of the Collateral, and to execute all instruments, deeds, and do all acts, matters and things that may be necessary or advisable in the name of or on behalf of the Debtor or otherwise. The power of attorney hereby granted shall be effective upon the lien hereof becoming enforceable and the Secured Party having determined to enforce the same. The Secured Party shall have full power of substitution, and may provide the Receiver with the power to exercise such rights as attorney hereunder, and may at any time revoke any such substitution.

In exercising any of its powers under this Agreement, the Secured Party, and any Receiver appointed pursuant to Section 7.2, may act through its officers, employees, agents, solicitors or substitute attorneys.

7.2 Private or Court Appointed Receiver

(a) **Private appointment**: The Secured Party may, at any time after the lien hereof has become enforceable and whether or not the Secured Party shall itself or through its officers, employees, agents or solicitors have taken possession of the Collateral or taken any other actions or steps with regard thereto, appoint by instrument in writing a Receiver over all or any portion of the Collateral. Any such Receiver shall have all of the powers, remedies and rights set forth in Section 7.1 hereof, and the powers, remedies and rights of the Secured Party hereunder, in addition to those possessed by a receiver or receiver-manager, as applicable, at law or in equity, unless any of such powers, remedies and rights are expressly limited in the instrument appointing the Receiver or in amendments thereto. The Secured Party may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Secured Party. Any Receiver appointed by the Secured Party need not be appointed, ratified, or supervised in any way by a court, and may be appointed with or without bond or security. The Secured Party may from time to time fix the remuneration of every such Receiver, and direct the payment thereof out of the Collateral or the proceeds thereof in priority to payment of the Obligations.

(b) **Receiver's certificates**: A Receiver appointed pursuant to paragraph (a) may, with the consent in writing of the Secured Party, borrow money for the maintenance, protection or preservation of the Collateral or for the carrying on of the business or undertaking of the Debtor, and any Receiver may issue certificates (in this paragraph called **receiver's certificates**), for such amounts as will in the opinion of the Secured Party be sufficient for obtaining upon the security of the Collateral the amounts from time to time required, and such receiver's certificates may be payable either to order or bearer and may be payable at such time or times as the Secured Party may consider expedient, and shall bear such interest as shall therein be provided and the Receiver may sell, deposit, pledge or otherwise dispose of the same in such manner as the Secured Party may consider advisable and may pay such commission on the sale thereof as he may consider reasonable, and the amounts from time to time payable by virtue of such receiver's certificates shall at the option of the Secured Party be entitled to the security of the lien hereof in priority to the Obligations.

(c) **Indemnity**: Any Receiver appointed pursuant to paragraph (a) shall so far as concerns responsibility for its acts be deemed the agent of the Debtor, and the Secured Party shall not be responsible for any misconduct or negligence on the part of any such Receiver. The Debtor shall indemnify and save harmless the Secured Party from and against any and all costs, charges, demands, damages, liabilities, claims and actions whatsoever and howsoever suffered or incurred by the Secured Party as a result of the acts of any such Receiver, save and except those costs charges, demands, damages, liabilities, claims

and actions arising out of the wilful misconduct or gross negligence on the part of any such Receiver.

(d) **Court appointment**: The Secured Party may, in its sole discretion, either before or after the private appointment of a Receiver hereunder, institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral, and in such case the Receiver shall have the powers expressed in the order appointing it, as such order may be varied from time to time.

(e) **Power of directors**: Upon the appointment of any Receiver, all powers, functions, rights and privileges of the directors of the Debtor with respect to the Collateral shall cease unless specifically continued by the written consent of the Secured Party.

7.3 Appointment of Consultant

If the Secured Party in good faith believes that (a) the prospect of payment or performance of the Obligations of the Debtor is or is about to be impaired, or (b) the Collateral or the lien hereof is or is about to be placed in jeopardy, then the Secured Party may (without prejudice to any other remedies it may have from time to time), on 2 Banking Days' notice to the Debtor, engage a consultant or monitor for the purposes of reviewing the Debtor's businesses, affairs and prospects, and reporting to the Secured Party on any matter thereto. The Debtor hereby authorizes any such consultant or monitor so appointed to enter into the business premises of the Debtor and any other premises in which the Debtor is entitled to enter onto, and subject to applicable privacy law to inspect any of the Debtor's books, records, information systems or property for such purpose, and the Debtor shall make available its senior officers and employees to assist such consultant or monitor in performing its duties. The reasonable costs and expenses of such consultant shall be for the account of the Debtor and shall be payable by the Debtor to the Secured Party on demand and shall bear interest at **[Redacted: Number]**% over the Prime Rate, calculated from the date incurred by the Secured Party to the date paid by the Debtor and such amounts and such interest shall be secured by the lien hereof.

7.4 Dealing with Security

(a) The Secured Party may grant renewals, extensions of time and other indulgences, take, release and give up security, accept compositions, grant releases and discharges, perfect or fail to perfect any security, release the Collateral to third parties and otherwise deal or fail to deal with the Debtor, debtors of the Debtor, guarantors, sureties and others and with the Collateral and other investment security as the Secured Party may see fit, all without prejudice to the liability of the Debtor to the Secured Party, or the Secured Party's rights and powers under this Agreement.

(b) Nothing in this Agreement shall be construed as requiring the Secured Party to exercise all or any of its possession or realization rights hereunder in respect of all or any particular part of the Collateral (and such rights may be exercised as the Secured Party determines in its sole discretion), and the Secured Party may specifically elect not to take possession or control over any such Collateral while exercising all remedies available to it in respect of any other Collateral. The Secured Party may also, of its own volition, release or discharge from the lien hereof any Collateral that it desires to release to the Debtor, and the Debtor covenants to accept such release and execute any acknowledgments as the Secured Party may require in respect thereof.

(c) In the holding of the Collateral, the Secured Party and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as

the Pledgor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

(d) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral and no such duties shall be implied as arising hereunder.

7.5 Cash Collateral Account

The Secured Party may in the course of enforcing the lien hereof, when in its sole discretion it considers doing so advantageous to it, retain any money in a cash collateral account maintained by it, such cash collateral account to be subject to the lien hereof, and amounts so retained ultimately to be applied (with any accrued interest) to the Obligations.

7.6 Validity of Sale

No Person dealing with the Secured Party or any Receiver shall be concerned to inquire whether the lien hereof has become enforceable or whether the powers which the Secured Party or any Receiver is purporting to exercise have become exercisable or whether any money remains due on the security of the Collateral or as to the necessity or expedience of the stipulations and conditions subject to which any sale, lease or other disposition shall be made or otherwise as to the propriety or regularity of any sale or any other dealing by the Secured Party with the Collateral or to see to the application of any moneys paid to the Secured Party or Receiver. In the absence of fraud on the part of such Person, such dealings shall be deemed to be within the powers hereby conferred and to be valid and effective accordingly.

7.7 Rights and Remedies in Addition

Each and every right, remedy and power conferred by this Article is in supplement of and in addition to and not in substitution for any other right, remedy or power the Secured Party or any Receiver may have from time to time under this Article or elsewhere in this Agreement, or in any other agreement or under Applicable Law in force at the time of the exercise of such right, remedy or power. The Secured Party or Receiver may proceed by way of any action, suit, remedy or other proceeding at law or in equity (including specific performance of any covenant and injunctions against violations of any covenant) and no such remedy for the enforcement of the rights of the Secured Party or Receiver shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination and in particular the power of sale and other realization remedies contained herein may be exercised without the Secured Party entering into possession of or exercising control over the Collateral. Notwithstanding the foregoing, the Secured Party shall not be bound to deal with the Collateral, to exercise any right or remedy as aforesaid, or to preserve rights against other Person.

ARTICLE 8
LIMITATION OF LIABILITY

8.1 Limitation of Liability

(a) Subject to paragraph (c), the Secured Party and any Receiver shall not be liable, accountable or responsible for any loss or damage suffered or incurred by the Debtor as a result of:

(i) the failure by the Secured Party or a Receiver to exercise any rights or remedies provided for herein, or to exercise any right or remedy in lieu of any other right or remedy; or

(ii) the taking and maintaining of possession by the Secured Party or a Receiver of the Collateral pursuant to the terms of this Agreement, or the carrying on of the business of the Debtor as herein provided.

(b) Subject to paragraph (c), the Secured Party and any Receiver shall not be liable, accountable or responsible:

(i) to account as mortgagee in possession or otherwise upon entry into possession hereunder, other than for actual receipts;

(ii) to observe or perform, or to see to the observance or performance by the Debtor of any agreements or obligations to which the Debtor is a party or by which it is bound, whether before or during any period when the Secured Party or a Receiver has entered into possession hereunder;

(iii) for loss or damage to the Collateral while in the possession of the Secured Party or a Receiver, the risk of which is hereby expressly agreed to be on the Debtor;

(iv) subject to Section 7.4(c) and other than chattel paper, securities and instruments in its possession, to keep the Collateral identifiable or separate from other property which it owns or holds, whether fungible or not, while in the possession of the Secured Party or a Receiver; or

(v) in the case of chattel paper, a security or an instrument in the possession of the Secured Party or a Receiver, to take any steps to preserve rights against other Persons.

(c) Notwithstanding any exclusion or limitation herein contained, to the extent that Applicable Law imposes a duty or onus upon a Person or restricts his rights or remedies in relation hereto, and such provisions are under Applicable Law incapable of waiver or variance by the Debtor, the provisions of such Applicable Law shall govern and the affected provisions hereof shall be deemed to be amended to the extent necessary to give effect to such Applicable Law without in any way affecting any other provision hereof.

ARTICLE 9
EXPENSES AND INDEMNITY

9.1 Expenses

(a) All statements, reports, certificates, opinions, appraisals and other documents or information required to be furnished to the Secured Party by the Debtor under this Agreement shall be supplied by the Debtor without cost to the Secured Party.

(b) The Debtor shall pay to the Secured Party all reasonable out-of-pocket costs and expenses, including all legal fees (on a solicitor and his own client basis) and consultants' fees and other expenses incurred by the Secured Party from time to time in accordance with this Agreement in the documentation, preparation, negotiation, execution, registration, enforcement, realization and collection of or in respect of this Agreement (including all charges incurred in respect of the Collateral and obtaining any reports or evaluations in respect thereof and all costs and expenses associated with considering the provision of consents, waivers or other acknowledgements hereunder). All such amounts shall become part of the Obligations, and shall be payable by the Debtor on demand, shall bear interest at **[Redacted: Number]**% over the Prime Rate calculated from the date incurred by the Secured Party to the date paid by the Debtor, and such amounts and interest shall be secured by the lien hereof. This provision shall not be construed to limit any other provisions of this Agreement dealing with the charge-back to the Debtor of expenses incurred by the Secured Party.

ARTICLE 10
MISCELLANEOUS

10.1 Notice

Any notice, communication or demand to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile or other electronic means of communication addressed as follows:

To the Debtor:

[Insert name of applicable debtor]
Suite 2400
639 - 5th Avenue S.W.
Calgary, Alberta T2P 0M9

Attention: **[Redacted: Name]**
Vice President Finance and CEO

Fax No. **[Redacted: Facsimile number]**

To the Secured Party:

The Toronto-Dominion Bank, as Lender
TD Commercial Banking
1100, 421 – 7 Avenue S.W.
Calgary AB T2P 4K9

Attention: **[Redacted: Name and title]**
Email: **[Redacted: Email address]** or to such other address or facsimile number as any party may from time to time notify the other in accordance with this Section 10.1. Any notice, communication or demand made or given by personal delivery during usual business hours at the place of receipt on a Banking Day shall be deemed to have been given on the day of actual delivery thereof. Any notice, communication or demand made or given by personal delivery after usual business hours on a Banking Day or by facsimile or other electronic means of communication shall be deemed to have been given, on the first Banking Day following the delivery or transmittal thereof.

10.2 Governing Law

(a) THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE PROVINCE OF ALBERTA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

(b) The Debtor agrees that the courts of Alberta shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement and it irrevocably submits to the non-exclusive jurisdiction of such courts, without prejudice to the rights of the Secured Party to take proceedings in any other jurisdictions, whether concurrently or not.

(c) The Debtor agrees that final judgment in any such suit, action or proceeding brought in such courts shall be conclusive and binding upon it and may be enforced against it in the courts of Canada (or any other courts to the jurisdiction of which it or its property is subject) by a suit upon such judgment, provided that it does not waive any right to appeal any such judgment, to seek any stay or otherwise to seek reconsideration or review of any such judgment.

10.3 No Merger

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Debtor to make payment of, or to satisfy the Obligations, nor shall the acceptance of any payment or alternate security constitute or create any novation, and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of such covenants.

10.4 No Discharges Unless Specifically Provided

No postponement or partial release or discharge of the lien hereof in respect of the Collateral shall in any way operate or be construed so as to release or discharge the security hereby constituted in respect of the Collateral except as therein specifically provided, or to release or discharge the Debtor from its liability to fully pay and satisfy the Obligations.

10.5 Assignment and Enurement

(a) The Debtor shall not and cannot assign its obligations under this Agreement, take any steps or enter into any transaction of any nature which would have that effect, without the prior written consent of the Secured Party. Subject thereto, all obligations of the Debtor hereunder shall bind the Debtor and its successors and assigns.

(b) The Secured Party may assign this Agreement, and its rights hereunder in whole or in part at any time and from time to time without the consent of the Debtor and this Agreement shall enure to the benefit of the Secured Party and its successors and assigns.

10.6 Time of Essence

Time is of the essence of this Agreement.

10.7 Copy Received

The Debtor acknowledges having received and retained a copy of this Agreement.

10.8 Waiver of Right to Receive Copy of Statements

The Debtor waives any right it now has or hereafter may have to receive from the Secured Party a copy of any financing statement or any financing change statement in which the Debtor is named as a debtor, or a copy of statements used by a personal property registry to confirm registration of financing statements.

10.9 Severability

If one or more of the provisions of this Agreement or any part of any of them is, or is adjudged to be, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and such invalid, illegal or unenforceable provision or part shall, to the extent permitted at law, be severable.

10.10 Security in Addition

The security hereby constituted is not in substitution for any other security for the Obligations, or for any other agreement between the parties whether or not creating any Lien in the Collateral whether heretofore or hereafter made, and such security and such agreement shall be deemed to be continued and not affected hereby unless expressly provided to the contrary in a writing signed by the Debtor and the Secured Party. The taking of any action or proceedings or refraining from so doing, or any other dealing with any other security for the Obligations or any part thereof shall not release or affect the lien hereof and none of the creation of this Agreement nor the taking of any proceedings hereunder or thereunder for the realization of the security hereby constituted shall release or affect any other security held by the Secured Party for the payment or performance of the Obligations.

10.11 Amendments, Waivers and Consents

This Agreement may only be amended by an agreement in writing among the Debtor and the Lender, and provisions hereof may be waived or matters consented to by the Lender only if the Lender so agrees in writing. Any waiver or consent by the Lender under any provision of this Agreement may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

10.12 Further Assurances

(a) Each party shall promptly cure any defect by it in the execution and delivery of this Agreement.

(b) The Debtor, at its expense, shall promptly execute and deliver to the Secured Party, upon request by the Secured Party in writing, all such other and further documents, agreements, legal opinions, certificates and instruments in order to give effect to the covenants and agreements of the Debtor in this Agreement, and shall make any recording, file any notice or obtain any consent in connection therewith, all as may be reasonably necessary or appropriate.

10.13 Composite Agreement

This Agreement is a composite security agreement covering the property of the Debtor located in the various Provinces of Canada and elsewhere and, as to portions of the property located in such separate jurisdictions, this Agreement shall be a separate security agreement enforceable against the Debtor without regard to the application of this Agreement to portions of the Collateral located in other jurisdictions. All provisions hereof shall be applicable separately to the portions

of the property located in each separate jurisdiction with the same effect as if a separate security agreement with respect thereto had been executed and delivered. Upon request of the Secured Party, the Debtor shall provide at its expense a separate security agreement covering the portion of the property located in any such jurisdiction or jurisdictions. The Debtor hereby agrees to execute and deliver to the Secured Party all such separate security agreements which may be so requested in form and substance satisfactory to the Secured Party, and at the request of the Secured Party, but at the expense of the Debtor, the Debtor shall record, register and file, and keep recorded, registered and filed, such separate security agreements to the extent required, so as to make the same valid, binding and enforceable obligations of the Debtor and to make effective the Lien created hereby and thereby.

10.14 Not Bound To Advance

Neither the execution and delivery nor the registration of this Agreement shall for any reason whatsoever obligate or bind the Lender, the Cash Management Provider or the Swap Lenders to advance any moneys or, having advanced a portion, obligate the Lender, the Cash Management Provider or the Swap Lenders in any way to advance the balance or any portion thereof, but nevertheless the lien hereof shall take effect forthwith upon execution of this Agreement and shall operate as security for the Obligations.

IN WITNESS WHEREOF the Debtor has executed this Agreement.

[INSERT DEBTOR'S NAME]

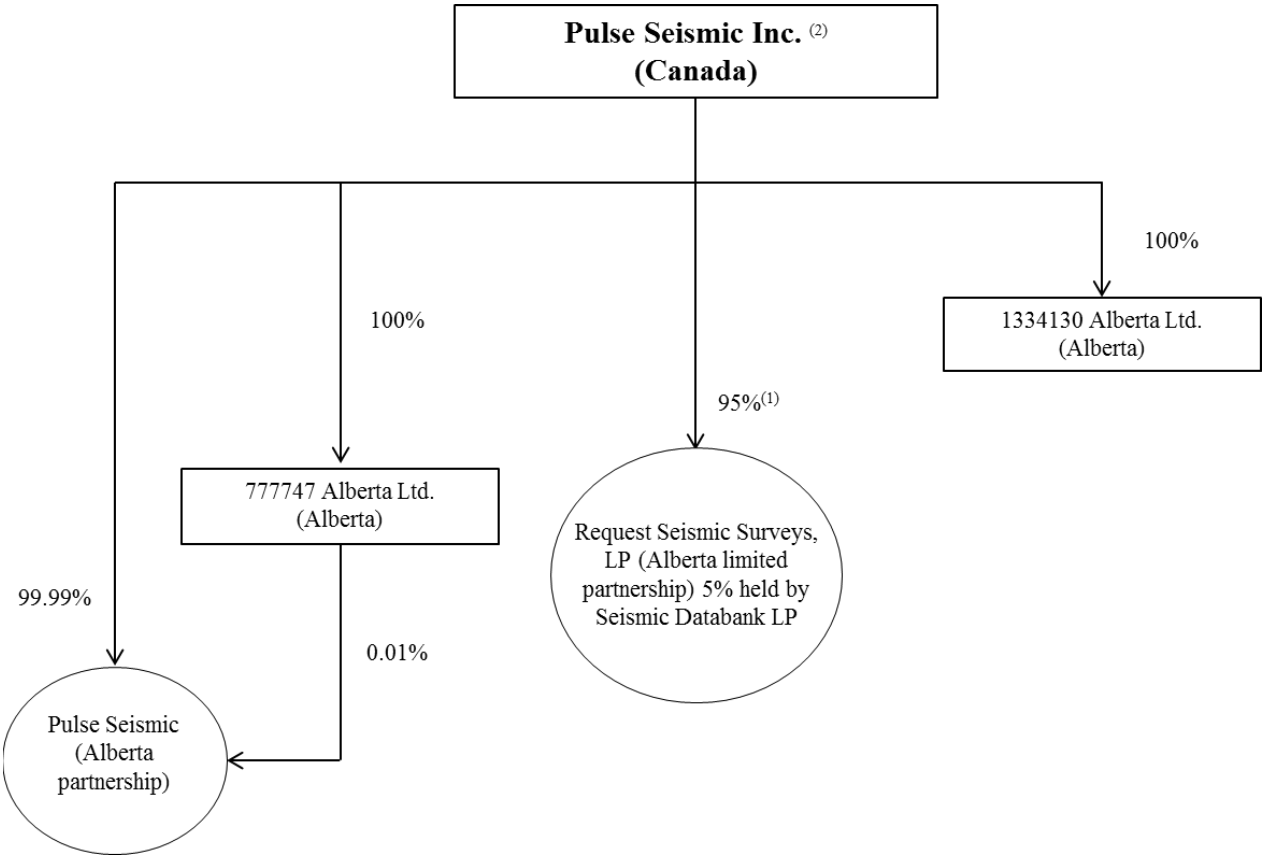
Per: _____

Name:

Title:

SCHEDULE H
TO THE RESTATED CREDIT AGREEMENT

ORGANIZATIONAL CHART



Note:

1) Pulse Seismic Inc. is the general partner of, and owns all the Class A units of Request Seismic Surveys, LP (95% of the total Class A and Class B units). A third party owns all of the Class B units of the limited partnership (5% of the total Class A and Class B units).

2) Each of Pulse Seismic, 777747 Alberta Ltd., Request Seismic Surveys, LP, and 1334130 Alberta Ltd. are Material Subsidiaries of Pulse Seismic Inc.

Borrower Group Member	Head Office	Location of business or tangible property
Pulse Seismic Inc.	Suite 2700, 421 – 7th Avenue S.W. Calgary, AB T2P 4K9	Alberta, B.C., Saskatchewan
Pulse Seismic Partnership	Suite 2700, 421 - 7th Avenue S.W. Calgary, AB T2P 4K9	Alberta

Borrower Group Member	Head Office	Location of business or tangible property
777747 Alberta Ltd.	Suite 2700, 421 - 7th Avenue S.W. Calgary, AB T2P 4K9	Alberta
Request Seismic Surveys, LP	Suite 2700, 421 - 7th Avenue S.W. Calgary, AB T2P 4K9	Alberta
1334130 Alberta Ltd.	Suite 2700, 421 - 7th Avenue S.W. Calgary, AB T2P 4K9	Alberta, B.C.

SCHEDULE I
TO THE CREDIT AGREEMENT

MATERIAL CONTRACTS

Nil.