

PURCHASE AND SALE AGREEMENT

between

TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.

and

HUSKY OIL OPERATIONS LIMITED

Dated as of October 4, 2019

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HUSKY DISCLOSURE SCHEDULE

[REDACTED - Disclosure Schedule Redacted.]

BUYER DISCLOSURE SCHEDULE

[REDACTED - Disclosure Schedule Redacted.]

THIS PURCHASE AND SALE AGREEMENT dated as of October 4, 2019

BETWEEN:

HUSKY OIL OPERATIONS LIMITED, a corporation incorporated under the laws of Alberta (“**Husky**”)

- and -

TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD., a corporation incorporated under the laws of Alberta (“**Buyer**”)

WITNESSES THAT:

WHEREAS, Husky Downstream General Partnership (“**HDGP**”) is the beneficial owner of the PGR Assets and the operator of the Business;

AND WHEREAS, Husky is the managing partner of HDGP and, where applicable, holds bare legal title to the PGR Assets;

AND WHEREAS, the Parties desire that, at the Closing, Husky shall, or shall cause HDGP to, sell and transfer to Buyer, and Buyer shall purchase from Husky and/or HDGP, the PGR Assets, upon the terms, and subject to the conditions, set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS AND TERMS

1.1 Certain Definitions.

As used in this Agreement, including the recitals, the following capitalized terms have the meanings set forth or referenced below (and grammatical variations of such terms shall have corresponding meanings):

“**Abandonment and Reclamation Obligations**” means all past, present and future duties and obligations, whether arising under Contract (provided that, in order to constitute Abandonment and Reclamation Obligations, where duties and obligations arising under a Contract exceed what would be required by applicable Law, a true, correct and complete copy of the relevant Contract has been provided to Buyer prior to the date hereof) or applicable Law, arising from or in connection with the closure, abandonment, decommissioning, dismantling and removal of any of the PGR Assets and all structures, foundations, buildings, facilities, equipment and other physical assets used in connection with the PGR Assets, together with the restoration, remediation and reclamation of the surface and subsurface of any lands on or in which any of the foregoing are

located, together with all associated Liabilities, but for certainty, in each case excluding all such duties and obligations arising from or in connection with the Excluded Assets.

“Adjustments” means the adjustments required to give effect to the apportionment of all costs, obligations, benefits and revenues in respect of the PGR Assets as contemplated by Section 2.7(a).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, such first Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made.

“Agreed Adjustment Principles” has the meaning set forth in Section 2.3(a).

“Agreement” means this Purchase and Sale Agreement, as it may be amended or supplemented from time to time in accordance with the terms hereof.

“Applicable Permits” means all permits, approvals, certificates, orders, consents, waivers, licenses or other authorizations that are issued or granted by a Government Entity and relate to or are required for the ownership or operation of the PGR Assets or the conduct of the Business.

“Applicable Securities Laws” means all applicable Canadian securities Law.

“ARC” means an advance ruling certificate under section 102 of the Competition Act.

“Asset Documents” means all Contracts, instruments and other documents which relate to the use, ownership or operation of the Tangibles or the conduct of the Business, including any Material Contract and Applicable Permit, but excluding all Excluded Assets.

[REDACTED - Commercially sensitive definition.]

“Base Purchase Price” has the meaning set forth in Section 2.2(a).

“Business” means the business as presently carried on by HDGP of owning and operating the Refinery, including the storage of crude and refined petroleum products and the sale of refined petroleum products in British Columbia, provided that the **“Business”** does not include the Excluded Assets.

“Business Annual Financial Statements” means the audited financial statements of the Business as at and for the years ended December 31, 2018 and 2017, and the notes thereto.

“Business Day” means any day other than a Saturday, a Sunday or a statutory holiday on which banks in Calgary, Alberta, are generally closed for commercial banking business.

“Business Employee” means each employee of Husky or an Affiliate of Husky outlined in the Business Employee List.

“Business Employee List” has the meaning set forth in Section 4.13(b).

“Business Information” has the meaning set forth in Section 9.9(c).

“Business Quarterly Financial Statements” means the unaudited balance sheet and related statement of income and cash flow of the Business as at and for the six months ended June 30, 2019.

“Buyer” has the meaning set forth in the preamble.

“Buyer Approvals” has the meaning set forth in Section 5.4.

“Buyer Benefit Plans” has the meaning set forth in Section 9.4(f).

“Buyer Disclosure Documents” has the meaning set forth in Section 9.12(a)(iii).

“Buyer Disclosure Schedule” means the disclosure schedule of even date herewith delivered to Husky by Buyer prior to or simultaneously with the execution and delivery of this Agreement by the Parties.

“Buyer Employer” has the meaning set forth in Section 9.4(a).

“Buyer Indemnified Parties” has the meaning set forth in Section 10.2.

“Casualty Loss Event” has the meaning set forth in Section 6.3(b).

“Casualty Losses” has the meaning set forth in Section 6.3(b)(ii).

“Claim Notice” has the meaning set forth in Section 10.6(a).

“Closing” means the consummation of the Transactions.

“Closing Date” means the date on which the Closing occurs.

“Closing Payment” has the meaning set forth in Section 2.3(b).

“Commissioner” means the Commissioner of Competition appointed pursuant to subsection 7(1) of the Competition Act or his designee.

“Competition Act” means the *Competition Act* (Canada).

“Competition Act Clearance” means that one or more of the following shall have occurred:

- (a) the relevant waiting period under section 123 of the Competition Act, and any extension thereof, shall have expired and the Commissioner shall have issued a No Action Letter to the Parties and such No Action Letter remains in full force and effect; or
- (b) the obligation to submit a notification under Part IX of the Competition Act shall have been waived pursuant to paragraph 113(c) of the Competition Act and the Commissioner shall have issued a No Action Letter to the Parties and such No Action Letter remains in full force and effect; or

- (c) the Commissioner shall have issued an ARC under section 102 of the Competition Act in connection with the Transactions.

“Conditions Satisfaction Date” means the date on which the last of the conditions set forth in Article 7 (other than those conditions that by their nature are to be satisfied at the Closing) is satisfied or waived in accordance with this Agreement.

“Confidentiality Agreement” means the Confidentiality Agreement dated as of March 26, 2019 between Buyer and Husky.

“Contract” means any written or oral agreement, contract, commitment, undertaking, lease, note, mortgage, indenture, settlement, license or other legally binding written agreement.

“Control”, “Controls” or “Controlled” means, with respect to any Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. Without limiting the foregoing, a Person shall be deemed to Control any other Person if (a) such other Person is a limited partnership and such first Person is the general partner of such other Person, (b) more than 50% of (i) the total combined voting power of all classes of voting securities of such other Person, (ii) the total combined equity interests of such other Person or (iii) the capital or profit interests of such other Person, in each case, is beneficially owned, directly or indirectly, by such first Person, or (c) the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body of such other Person is held by such first Person.

“Credit Support” means any guarantee, letter of credit, surety or performance bond or any other similar agreement or arrangement (including any security or collateral furnished in connection therewith).

“Deductible” has the meaning set forth in Section 10.5(a).

“Deposit Amount” means [REDACTED - Amount.]

“Deposit Escrow Agreement” means the Deposit Escrow Agreement to be entered into among Husky, Buyer and the Escrow Agent in the form attached as Exhibit “D”.

“Disclosure Schedule” has the meaning set forth in Section 11.11(a).

“Effective Time” has the meaning set forth in Section 2.4.

“Encumbrance” means any lien, pledge, charge, encumbrance, mortgage, hypothecation or other security interest, any easement, encroachment or other adverse claim, any option, right of first refusal or other restriction on transfer or agreement to sell.

“Environment” means the components of the earth, alone or in combination, and includes ambient air, land, surface and sub-surface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, including plants, animals and humans, and the interacting natural systems that include such components.

“Environmental Law” means any Law concerning the protection of the Environment, or regulating or prohibiting the impact on the Environment from any use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, Release or threatened Release, emission, discharge or disposal of any Hazardous Material, or pollution, contamination or remediation of the Environment.

“Environmental Liabilities” means all past, present and future Losses, whether arising under Contract (provided that, in order to constitute an Environmental Liability, where Losses arising under a Contract exceed what would be required by applicable Law, a true, correct and complete copy of the relevant Contract has been provided to Buyer prior to the date hereof), tort based on negligence or strict liability, applicable Law or otherwise, arising from or associated with: (a) any Abandonment and Reclamation Obligations; (b) any damage to, contamination of or other adverse situations pertaining to the Environment, howsoever and by whomsoever caused, and regardless of whether such damage, contamination or other adverse situations occur or arise in whole or in part prior to, on or subsequent to the Effective Time; (c) the presence, collection, accumulation, use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, Release or threatened Release, emission, discharge or disposal of Hazardous Materials; (d) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Law; (e) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or (f) the protection, reclamation, remediation or restoration of the Environment; in each case, to the extent relating to or arising by virtue of the PGR Assets or the ownership or operation thereof, or any past, present or future operations and activities conducted in connection therewith or on or in respect of the lands upon which any of the PGR Assets, or any structures, foundations, buildings, facilities, pipelines, equipment and other physical assets used in connection with the Business are or were located and any other lands which are or were used to gain access thereto, but for certainty, in each case, excluding all such Losses arising from or in connection with the Excluded Assets.

“Environmental Permit” means any Applicable Permit required under any applicable Environmental Law.

“Escrow Agent” has the meaning set forth in the Deposit Escrow Agreement.

“Estimated Adjustments” has the meaning set forth in Section 2.3(a).

“Estimated Statement” has the meaning set forth in Section 2.3(a).

“ETA” has the meaning set forth in Section 9.3(b)(iii).

“Excluded Assets” means: (a) subject to Section 6.3, any insurance policies, including the cash surrender value thereof; (b) any interest in any litigation and the proceeds of any judgment, order or decree issued or made in respect therefor; and (c) any item or thing that is specifically referred to as an Excluded Asset in Schedule B.

“Final Adjustments” has the meaning set forth in Section 2.8(e).

“Final Statement” has the meaning set forth in Section 2.8(e).

“Financial Statements” means the Business Annual Financial Statements and the Business Quarterly Financial Statements.

“Financing Sources” means ATB Financial and a syndicate of lenders led by National Bank Financial.

“Fundamental Representations” has the meaning set forth in Section 10.1.

“General Conveyance” means the conveyance agreement pursuant to which the PGR Assets are transferred and assigned to Buyer on the Closing Date, in substantially the form attached hereto as Exhibit A.

“Government Entity” means: (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise); (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government; (c) any court, tribunal, commission, individual arbitrator or arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

“GST” means the federal goods and services tax and harmonized sales tax administered pursuant to the *Excise Tax Act* (Canada) or under any successor federal legislation that imposes a tax on the recipient of goods and services.

“Hazardous Materials” means any waste, chemical, material or other substance that is listed, defined, designated, deemed or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under any Environmental Law, including petroleum and all derivatives thereof, asbestos or asbestos-containing materials in any form or condition, and polychlorinated biphenyls.

“HDGP” has the meaning set forth in the preamble.

[REDACTED -
Confidential Action.]” has the meaning set forth in Section 6.7.

“Husky” has the meaning set forth in the preamble.

“Husky Approvals” has the meaning set forth in Section 3.5.

“Husky Benefit Plan” means all plans relating to retirement savings, pensions, bonuses, profit sharing, deferred compensation, incentive compensation, life or accident insurance, hospitalization, health and welfare, medical or dental treatment or expenses, disability, unemployment insurance benefits, employee loans, vacation pay, severance or termination pay or any other similar or other benefit plan or policy maintained by Husky or its Affiliates under which the applicable Transferred Employee is covered as of the Closing Date.

“Husky Disclosure Schedule” means the disclosure schedule of even date herewith delivered to Buyer by Husky prior to or simultaneously with the execution and delivery of this Agreement by the Parties.

“Husky Environmental Reports” means, collectively: (i) the [REDACTED - Confidential Report Name.] report dated March 8, 2019; and (ii) the [REDACTED - Confidential Report Name.] report dated April 2, 2019.

“Husky Indemnified Parties” has the meaning set forth in Section 10.3.

“IFRS” means the International Financial Reporting Standards adopted by the International Accounting Standards Board as determined by the Chartered Professional Accountants of Canada CPA Canada Handbook (or any successor accounting guidelines or standards).

[REDACTED - Third Party Name.]

[REDACTED - Third Party Name] **Consent”** means an agreement [REDACTED - Description of third party agreement.]

“Improvements” means all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, including the Refinery, located on the Real Property.

“Indebtedness” means, with respect to any Person, as of any specified time, (a) all obligations of such Person for borrowed money, including the principal amount thereof (or, if applicable, the accreted amount thereof) and the amount of accrued and unpaid interest thereon, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person as an account party in respect of letters of credit and bankers’ acceptances or similar credit transactions, and (d) all obligations of such Person guaranteeing any obligations of any other Person of the type described in the foregoing clauses (a) to (c).

“Indemnified Parties” has the meaning set forth in Section 10.3.

“Indemnifying Party” has the meaning set forth in Section 10.6(a).

“Independent Accountant” has the meaning set forth in Section 2.8(e).

“Initial Statement” has the meaning set forth in Section 2.8(a).

“Intellectual Property” means all intellectual property rights arising from, or in respect of, the following, whether protected, created or arising under applicable Law in Canada or any other jurisdiction or under any international convention: (a) patents and patent applications, including all continuations, divisionals, continuations-in-part, and provisionals, and patents issuing on any of the foregoing, and all reissues, reexaminations, substitutions, renewals and extensions of any of the foregoing, (b) trademarks, service marks, trade names, trade dress, logos, corporate names and domain names and other similar indicia of origin or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing, (c) copyrights, works of authorship, and all registrations, applications, renewals, extensions and reversions of any of the foregoing, and (d) trade secret rights, including all confidential information regarding non-public discoveries, concepts, ideas, manufacturing and production processes, models, simulations, process models, scheduling tools and models, blending tools and models, linear program tools and models, process and operating manuals, research and development, technology, know-how, proprietary information, formulae, inventions, compositions, processes, techniques, technical and engineering data, reports and information, procedures, designs, drawings, specifications, and rights in software to the extent any of the foregoing are contained or embodied in such software.

“Interest” means the interest actually earned on the Deposit Amount while the Deposit Amount is held by the Escrow Agent.

“Inventory” means hydrocarbons, feedstock, warehouse parts, supplies, catalyst and in-transit inventory.

“Investment Canada Act” means the *Investment Canada Act* (Canada).

“Knowledge” means (i) with respect to Husky, the actual knowledge of the individuals listed in Section 1.1(a) of the Husky Disclosure Schedule and the knowledge that each such individual would reasonably be expected to obtain from making reasonable inquiries with respect to the matters contained herein or, (ii) with respect to Buyer, the actual knowledge of the individuals listed in Section 1.1(a) of the Buyer Disclosure Schedule and the knowledge that each such individual would reasonably be expected to obtain from making reasonable inquiries with respect to the matters contained herein.

“Land Transfer Costs” means the costs and fees levied by the applicable land registries and any related provincial property transfer Tax incurred by Husky, Buyer or any of their respective Affiliates in connection with the registration of the Real Property Transfers.

“Law” means any law (including common law and equity), statute, ordinance, rule, regulation, code, by-law, order, judgment, ruling, decision, award, injunction or decree enacted, issued, promulgated, enforced or entered by any Government Entity and policies, directives and guidelines to the extent they have the force of law.

“Lease” means any lease, sublease, license, concession or other right to occupy real property, including all assignments and amendments thereto.

“Leased Real Property” means the land, buildings, fixtures and improvements leased by or on behalf of HDGP in connection with the Business pursuant to a Lease, as set forth in Section 4.10 of the Husky Disclosure Schedule.

“Leave” means any absence from active employment (other than due to vacation or jury duty) under any type of leave for which the Business Employee is entitled to reinstatement upon completion of the leave under the applicable legislation or in accordance with the applicable leave policies of Husky or an Affiliate of Husky.

“Liabilities” of any Person means, as of any given time, any and all liabilities, commitments and obligations of any kind of such Person, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including whether arising out of any Contract, tort based on negligence or strict liability or applicable Law).

“Losses” means, with respect to any Person, any and all losses, Liabilities, claims, judgments, fines, settlement payments, awards or damages of any kind actually suffered or incurred by such Person (together with all reasonably incurred cash disbursements, costs and expenses, costs of investigation, defence and appeal and reasonable legal and expert fees and expenses), whether or not involving a Third-Party Claim.

“LTO Transfer Forms” means the prescribed transfer documents that are required to be submitted for registration in the British Columbia Land Title Office to effect the transfer of Husky’s registered interest in the Real Property to Buyer or one or more nominees designated in writing by Buyer that are in each case a direct or indirect wholly-owned subsidiary of Buyer.

“Manuals” has the meaning set forth in Section 9.1(a).

“Material Adverse Effect” means any change, circumstance, development, state of facts, effect or condition that has been, or would be reasonably likely to be, individually or in the aggregate, materially adverse to the assets, business, financial condition or results of operations of the PGR Assets or Business, in each case taken as a whole; provided, however, that in no event shall any of the following, either alone or in combination, be deemed to constitute or contribute to a Material Adverse Effect, or otherwise be taken into account in determining whether a Material Adverse Effect has occurred or is existing: **[REDACTED - Commercially sensitive definition.]**

“Material Contracts” means any Asset Documents in effect on the date hereof to which HDGP, Husky or any other Husky Affiliate is a party or is otherwise bound by and which will be assigned to Buyer or its nominees in connection with the Transaction [REDACTED - Commercially sensitive definition.]

“Miscellaneous Interests” means all right, title, interest and estate of HDGP and Husky (as applicable), in and to all property, assets, interest and rights (other than the Tangibles) pertaining to the Tangibles, including (a) the Asset Documents, (b) fee simple rights to, and rights to enter upon, use or occupy, the surface of the Real Property and any other lands on which the Tangibles are located or which are or may be used to gain access to or otherwise use the Tangibles, (c) records, files, reports, data, correspondence and other information, including lease, license, permit,

contract and facilities files and records, and (d) warranties in favour of HDGP and other rights pertaining to any of the Tangibles, but excluding the Excluded Assets.

“Misrepresentation” has the meaning ascribed to it under Applicable Securities Laws.

“No Action Letter” means a notice in writing by the Commissioner that the Commissioner does not, at that time, intend to make an application under section 92 of the Competition Act in connection with the Transactions.

“Notice of Purchase Price Adjustment Disagreement” has the meaning set forth in Section 2.8(c).

“Notice Period” has the meaning set forth in Section 10.6(a).

“Organizational Documents” means (a) with respect to any Person that is a corporation, its certificate of incorporation, articles of incorporation and bylaws (or other comparable documents), (b) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, (c) with respect to any Person that is a trust, its declaration or agreement of trust, and (d) with respect to any other Person, its comparable organizational documents.

“Other Real Property Interests” means the rights-of-way, easements, licenses, servitudes, restrictive covenants, leases, access rights, mortgages, notices of security interests, rights of first refusals and other interests in land, other than Owned Real Property and Leased Real Property, in which HDGP has a legal or beneficial interest and that relate to the Business.

“Outside Date” has the meaning set forth in Section 8.2(a).

“Owned Real Property” means the land owned by or on behalf of HDGP in connection with the Business, together with the buildings, fixtures and other improvements pertaining thereto, as set forth in Section 4.10 of the Husky Disclosure Schedule.

“Parties” means Buyer and Husky, collectively, and **“Party”** means either one of them.

“[REDACTED - Third Party Name]” has the meaning set forth in Section 9.2.

“[REDACTED - Third Party Name]” has the meaning set forth in Section 9.2.

“Permitted Encumbrances” means:

- (a) builders’, mechanics’, materialmen’s, warehousemen’s, carriers’, workers’ or repairmen’s liens or other similar common law or statutory Encumbrances arising or incurred in the ordinary course of business (i) securing payments not yet due or delinquent or (ii) that are being contested in good faith by appropriate proceedings;
- (b) liens for Taxes, assessments and other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings;

- (c) Encumbrances securing worker's compensation and employment insurance obligations, provided the obligations secured by such Encumbrances are not yet due and payable, or are being contested in good faith by appropriate proceedings;
- (d) with respect to any interest in the Real Property: (i) any conditions, rights, reservations, legal notations, charges, liens, interests, exceptions or restrictions relating to the Real Property that are: (A) disclosed on a certificate of title applicable to such Real Property, or (B) contained in the deed or instrument conveying, leasing or licensing the Real Property, provided that a copy of such deed or instrument was provided to Buyer prior to the date hereof; (ii) any conditions that may be shown by a current survey, provided that a copy of such current survey was provided to Buyer prior to the date hereof; (iii) any interest or title of a lessor under any Lease, provided that a true and complete copy of such Lease was provided to Buyer prior to the date hereof; (iv) Encumbrances imposed by Law; and (v) zoning, building, subdivision and other similar requirements and restrictions and all rights of any Government Entity to regulate real property and its use;
- (e) undetermined or inchoate liens incurred or created as security in favor of any Person with respect to the development or operation of any part of the PGR Assets, to the extent not due and payable or delinquent;
- (f) liens granted or arising in the ordinary course of business to any public utility or Government Entity with respect to the PGR Assets or operations pertaining thereto to the extent not due and payable or delinquent;
- (g) purchase money liens and liens securing rentals under capital leases with Third Parties, provided such liens are identified in Section 1.1(b) of the Husky Disclosure Schedule;
- (h) deposits to secure the performance of bids, trade contracts, Leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, provided such liens are identified in Section 1.1(b) of the Husky Disclosure Schedule;
- (i) exclusive licenses and non-exclusive licenses granted in the ordinary course of business, provided such licenses are identified in Section 1.1(b) of the Husky Disclosure Schedule;
- (j) any other Encumbrances, defects, imperfections or irregularities of title which would not materially and adversely interfere with or impact the conduct of the Business or the use of any of the PGR Assets;
- (k) any preference rights or consents to assign which are identified on Section 1.1(b) of the Husky Disclosure Schedule;
- (l) any Encumbrance that is released on or prior to Closing; and

- (m) any other Encumbrances identified on Section 1.1(b) of the Husky Disclosure Schedule.

“Person” means an individual, a corporation, a general or limited partnership, an association, a joint stock company, limited liability company or other company, a Government Entity, a trust or other entity or organization, whether or not a legal entity.

“PGR Assets” means the Real Property, the Tangibles and the Miscellaneous Interests.

“PGR Fuel Supply Agreement” means the PGR Fuel Supply Agreement to be executed by HDGP and Buyer at Closing in substantially the form attached hereto as Exhibit D.

“Policies” has the meaning set forth in Section 4.14(a).

“Pre-Closing STIP Percentage Opportunity” has the meaning set forth in Section 9.4(e).

“Prohibited Names and Marks” has the meaning set forth in Section 9.8(a).

“PST” means the provincial sales tax payable pursuant to the *Provincial Sales Tax Act* (British Columbia).

“Purchase Price” has the meaning set forth in Section 2.2(a).

“Purchase Price Adjustment Consultation Period” has the meaning set forth in Section 2.8(d).

“Purchase Price Adjustment Review Period” has the meaning set forth in Section 2.8(b).

“Real Property” means the Leased Real Property, the Owned Real Property and the Other Real Property Interests.

“Real Property Transfers” means the transfers and other documentation required to transfer bare legal title to the Real Property, including the LTO Transfer Forms, and other registrations in respect of the Real Property that are currently registered in the name of Husky to Buyer, or one or more nominees designated in writing by Buyer that are in each case a direct or indirect wholly-owned Subsidiary of Buyer, at the applicable provincial or federal land title office or registry in registrable form.

“Records” means [REDACTED - Commercially sensitive information regarding records.]

“Refinery” means, collectively, the 12,000 barrel per day nameplate capacity petroleum refinery, the principal address of which is Prince George Pulpmill Road, Prince George, British Columbia, the Shelley Pipeline and all facilities and equipment related thereto.

“Regulatory Approvals” means the Competition Act Clearance.

“Release” means the historic or current intermittent, gradual or spontaneous release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating into the Environment, whether accidental or intentional.

“Relevant Period” has the meaning set forth in Section 9.4(d).

“Remedial Action” means any action required by any Environmental Law to investigate, clean up, remove, remediate, monitor or conduct corrective action with respect to, Hazardous Materials Released into the Environment.

“Representatives” means, with respect to any Person, any and all partners, directors, officers, employees, consultants, financial advisors, counsels, accountants and other agents of such Person.

“Securities Regulatory Authority” means the securities commissions or similar securities regulatory authorities of the provinces of Canada.

“**Shelley Pipeline**” means the approximately 8 kilometre crude pipeline commencing at the point of interconnection with the [REDACTED - Third Party Name.] and terminating at the point of interconnection with the Refinery, and all related ancillary equipment.

“**Sold Assets Information**” has the meaning set forth in Section 9.12(a).

“**Specific Conveyances**” means all conveyances, assignments, transfers, novations, certificates and other documents or instruments (other than the General Conveyance) that are reasonably required or desirable to convey, assign and transfer the interests and obligations of Husky (or any of its Affiliates) in respect of the PGR Assets to Buyer and to novate Buyer in the place and stead of Husky (or such Affiliate) with respect to the Asset Documents and all of Husky’s interests and obligations relating thereto, excluding the LTO Transfer Forms.

“**Subsidiary**” means, with respect to any Person, any other Person directly or indirectly Controlled by such first Person as of the date on which, or at any time during the period for which, the determination is being made.

“**Survival Period**” has the meaning set forth in Section 10.1.

“**Tangibles**” means all right, title, interest and estate of HDGP and Husky (as applicable) in and to the Refinery, including the assets set forth and described in Schedule A, and any and all other tangible depreciable property and assets that are located within, upon or in the vicinity of the Real Property and which are being used, are held for use or may be used in connection with the Business, including any and all Inventory, equipment, pipeline connections, meters, generators, motors, boilers, improvements, communication equipment and other apparatus, but excluding the Excluded Assets.

“**Tax**” or “**Taxes**” means all federal, provincial, state, local, municipal or foreign income, profits, capital, gross receipts, windfall profits, occupational, severance, property, production, sales, use, license, excise, franchise, employment, employment insurance, social security, disability, workers’ compensation, withholding, transfer, payroll, goods and services, harmonized sales, real and personal property, ad valorem, occupancy, stamp, transfer, value-added or minimum tax, carbon, fuel or environmental taxes, or any other tax, custom, duty, governmental fee, or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Government Entity; and any liability for the payment of amounts with respect to payment of a type described in the preceding clause, including as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of succeeding to such liability as a result of merger, conversion or asset transfer or as a result of any obligation under any tax sharing arrangement or tax indemnity agreement.

“**Tax Act**” means the *Income Tax Act*, R.S.C, 1985, c.1 (5th Supp.) and all regulations promulgated thereunder from time to time.

“**Tax Authority**” means any Government Entity having jurisdiction over the assessment, determination, collection, administration or imposition of any Taxes.

“**Tax Returns**” means all written and electronic reports, returns, declarations, elections, notices, filings, forms and statements, and including any amendments, schedules, attachments,

supplements, appendices and exhibits thereto, filed or required to be filed by Law with respect to Taxes.

“Terminated Employees” means the Business Employees who do not become Transferred Employees, for any reason, and whose employment is terminated by Husky within [REDACTED - Time.] after the Closing Date.

“Third Party” means any Person other than Husky, Buyer or their Affiliates.

“Third-Party Claim” has the meaning set forth in Section 10.6(a).

“Transaction Documents” means this Agreement, the Deposit Escrow Agreement, the General Conveyance, the PGR Fuel Supply Agreement and the Transition Services Agreement.

“Transactions” means the purchase and sale of the PGR Assets and the other transactions contemplated by this Agreement.

“Transfer Taxes” has the meaning set forth in Section 9.3(b)(i).

“Transfer Time” has the meaning set forth in Section 9.4(b).

“Transferred Employees” has the meaning set forth in Section 9.4(b).

“Transition Services Agreement” means the Transition Services Agreement to be entered into between Husky and Buyer, on the Closing Date, in substantially the form attached hereto as Exhibit B.

“Union Employees” means the Business Employees whose terms and conditions of employment are governed by a collective agreement or other arrangements with a union or bargaining agent.

“Waiver” has the meaning set forth in the definition of “Competition Act Clearance”.

1.2 Other Terms.

Other capitalized terms used in this Agreement may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

1.3 Calculation of Time Periods.

When calculating the period of time within which, or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference day in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.

1.4 Time of Essence.

Time shall be of the essence of this Agreement.

1.5 Construction.

This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting Party shall not apply to the construction or interpretation of this Agreement.

1.6 Other Rules of Interpretation.

In this Agreement, unless specifically provided otherwise or the context otherwise requires:

- (a) the word “day” means calendar day, and the word “month” means calendar month;
- (b) the words “hereto”, “hereof”, “herein”, “hereby” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (c) all references to “\$” or dollars are to Canadian dollars;
- (d) references herein to a specific Article, Section, Exhibit or Schedule shall refer, respectively, to Articles, Sections, Exhibits or Schedules of this Agreement unless otherwise indicated;
- (e) heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect the construction or interpretation of any of the provisions hereof;
- (f) wherever the word “include”, “includes” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;
- (g) references to a specific time shall refer to the prevailing time in Calgary, Alberta;
- (h) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply “if”;
- (i) references to a Party mean the Party or its successors and permitted assigns;
- (j) any statute or regulation defined or referred to herein means such statute or regulation as from time to time amended, supplemented or modified, including by succession of comparable successor statutes or regulations; and
- (k) any agreement, instrument or writing defined or referred to herein means such agreement, instrument or writing, as from time to time amended, supplemented or modified prior to the date hereof.

1.7 Schedules and Exhibits.

The Schedules and Exhibits to this Agreement described herein are attached to and are an integral part of this Agreement. Except as otherwise expressly provided herein, if there is any conflict or inconsistency between a provision of the body of this Agreement and that of a Schedule or an

Exhibit, the provision of the body of this Agreement shall prevail to the extent of said conflict or inconsistency.

1.8 Interpretation; Ownership of PGR Assets.

Buyer acknowledges that the PGR Assets are owned by HDGP or Husky, for and on behalf of HDGP, and the Business is carried on by HDGP and Husky, in its capacity as managing partner of HDGP. Subject to Section 6.7, the Parties acknowledge and agree that, unless the context otherwise requires, all references in this Agreement to the ownership and operation of, and otherwise holding title to, the Business and the PGR Assets shall be deemed to refer to the Business and the PGR Assets as owned, operated and otherwise held by HDGP or Husky, for and on behalf of HDGP, as applicable.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale.

On the terms and subject to the conditions set forth herein, at the Closing, Husky agrees to, and to cause HDGP to, sell, convey, assign and transfer to Buyer, free and clear of all Encumbrances (other than the Permitted Encumbrances and those Encumbrances arising pursuant to this Agreement), and Buyer agrees to purchase, acquire and accept from each of Husky and HDGP, as applicable, all of its right, title and interest in and to the PGR Assets.

2.2 Purchase Price; Deposit.

- (a) The aggregate purchase price payable by Buyer to Husky, on behalf and for the benefit of itself and HDGP, as applicable, for the PGR Assets is [REDACTED - Price.] "**Base Purchase Price**"). The Base Purchase Price shall be adjusted pursuant to Sections 2.3, 2.7 and 2.8. The Base Purchase Price as so adjusted shall be referred to herein as the "**Purchase Price**".
- (b) In addition to the Purchase Price, as additional consideration for the PGR Assets, Buyer shall pay to Husky those contingent payments that become payable in accordance with the terms set out in Schedule F.
- (c) [REDACTED - Commercially sensitive expense allocation.]
- (d) Contemporaneously with the execution of this Agreement, Buyer will deliver to the Escrow Agent, by electronic funds transfer of immediately available funds, to an account or accounts designated by the Escrow Agent, the Deposit Amount to be held and released by the Escrow Agent in accordance with the Deposit Escrow Agreement. If the Closing occurs, the Deposit Amount (plus the Interest) shall be applied as a credit toward the Closing Payment as provided in Section 2.3(b). If this Agreement is terminated prior to the Closing in accordance with Article 8, then

the provisions of Section 8.5(b) shall apply and the Deposit Amount shall be governed in accordance therewith.

2.3 Closing Payment.

- (a) On or prior to the seventh (7th) Business Day prior to the Closing Date, Husky shall prepare and deliver to Buyer a statement (the “**Estimated Statement**”) setting forth Husky’s good faith estimate of the Adjustments as of the Closing Date (the “**Estimated Adjustments**”). The Estimated Statement shall be prepared as of 12:01 a.m. on the Closing Date, substantially in accordance with the form and principles set forth on Schedule C (the “**Agreed Adjustment Principles**”).
- (b) At the Closing, Buyer shall pay to Husky, on behalf and for the benefit of itself and HDGP, as applicable, an amount equal in the aggregate to the Base Purchase Price, less the Deposit Amount and the Interest, plus the amount of any Transfer Taxes payable by Buyer and required to be collected by Husky or HDGP from Buyer, which amount shall be:
 - (i) if the Estimated Statement results in a net amount owing to Buyer, decreased on a dollar-for-dollar basis by an amount equal to such deficit; or
 - (ii) if the Estimated Statement results in a net amount owing to Husky, increased on a dollar-for-dollar basis by an amount equal to such net amount;

(the total amount calculated pursuant to this Section 2.3(b) being referred to as the “**Closing Payment**”).

2.4 Closing.

Unless the Parties otherwise agree in writing, the Closing shall take place at the Calgary offices of Torys LLP at 9:00 a.m. [REDACTED - Time Period.]

The Closing shall be deemed to have become effective as at 12:01 a.m. on the Closing Date (the “**Effective Time**”).

2.5 Deliveries by Buyer.

At the Closing, Buyer shall deliver, or cause to be delivered to Husky, the following:

- (a) the Closing Payment, by electronic funds transfer of immediately available funds, to an account or accounts designated by Husky prior to the Closing;
- (b) a counterpart of the General Conveyance duly executed by Buyer;
- (c) a counterpart of each of the Specific Conveyances (to the extent the terms and conditions thereof have been settled prior to Closing) duly executed by Buyer;
- (d) a counterpart of the Transition Services Agreement duly executed by Buyer;

- (e) a counterpart of the PGR Fuel Supply Agreement duly executed by Buyer;
- (f) the elections in respect of GST and PST contemplated by Sections 9.3(b)(ii) and 9.3(b)(iii);
- (g) **[REDACTED - Commercially sensitive reference.]**
- (h) the officer's certificate required to be delivered by Buyer pursuant to Section 7.2(f).

2.6 Deliveries by Husky.

At the Closing, Husky shall deliver, or cause to be delivered, to Buyer the following:

- (a) a counterpart of the General Conveyance duly executed by Husky;
- (b) a counterpart of each of the Specific Conveyances (to the extent the terms and conditions thereof have been settled prior to Closing) duly executed by Husky;
- (c) the Transition Services Agreement duly executed by Husky;
- (d) the PGR Fuel Supply Agreement duly executed by HDGP;
- (e) the Manuals and all books and records required to be delivered to Buyer pursuant to Section 9.1(a);
- (f) **[REDACTED - Reference to Third Party consent.]**
- (g) the officer's certificate required to be delivered by Husky pursuant to Section 7.1(g).

2.7 Discharge of Liabilities; Adjustments.

- (a) Except as otherwise provided in Section 2.3(b), this Section 2.7, and Section 2.8: (i) all costs, obligations, benefits and revenues of every kind and nature incurred, payable or paid, receivable or received, in respect of the PGR Assets shall be apportioned between Husky and Buyer as of the Effective Time, including capital costs, operating costs, lease rentals and Taxes, other than income taxes; and (ii) all accounting adjustments made hereunder shall be made on an accrual basis, and in accordance with IFRS and generally accepted oil and gas industry practices in Western Canada, in each case subject to and in accordance with the Agreed Adjustment Principles.
- (b) Husky is entitled to the revenues and benefits from the ownership and operation of the PGR Assets incurred and/or accrued prior to the Effective Time and is responsible for and will pay for the expenditures pertaining to the ownership, operation and development of the PGR Assets incurred and/or accrued prior to the Effective Time.

- (c) Buyer is entitled to the revenues and benefits from the ownership and operation of the PGR Assets incurred and/or accrued from and after the Effective Time and is responsible for and will pay for the expenditures pertaining to the ownership, operation and development of the PGR Assets incurred and/or accrued from and after the Effective Time.

2.8 Post-Closing Adjustment to the Base Purchase Price.

- (a) Within [REDACTED - Time.] following the Closing Date, Husky shall prepare and deliver to Buyer a statement (the “**Initial Statement**”) calculating and setting forth the actual Adjustments (to the extent determinable), which statement shall include a worksheet setting forth in reasonable detail how such amount was calculated. The Initial Statement shall be prepared in accordance with the Agreed Adjustment Principles and IFRS, as applicable, and otherwise in accordance with this Agreement. If Husky does not prepare and deliver the Initial Statement to Buyer within ninety (90) days following the Closing Date, then, at the election of Buyer, either (i) Buyer may prepare and present the Initial Statement within an additional forty-five (45) days after such ninety (90) day period or (ii) the Estimated Adjustments as set forth on the Estimated Statement shall be deemed to be the Final Adjustments in accordance with the last sentence of Section 2.8(e). If Buyer prepares the Initial Statement in accordance with the immediately preceding sentence, all references to “Buyer” in Sections 2.8(b), 2.8(c) and 2.8(d) shall be deemed to be references to “Husky” and all references to “Husky” in Sections 2.8(b), 2.8(c) and 2.8(d) shall be deemed to be references to “Buyer”.
- (b) During the thirty (30) days immediately following Buyer’s receipt of the Initial Statement (the “**Purchase Price Adjustment Review Period**”), Husky shall permit Buyer and its Representatives to review Husky’s working papers and any working papers of Husky’s independent accountants, in each case, relating to the preparation of the Initial Statement, as well as all of the financial books, ledgers and records related thereto, and Husky shall make reasonably available to Buyer and its Representatives the individuals responsible for and knowledgeable about the preparation of the Initial Statement. Buyer acknowledges and agrees that access to the working papers of Husky’s independent accountants may be conditioned upon Buyer’s execution of a customary confidentiality and hold harmless agreement relating to such access to working papers in form and substance reasonably acceptable to Husky’s independent accountants.
- (c) If Buyer concludes in its discretion that the Initial Statement has not been prepared on the basis required by this Agreement, Buyer shall submit a written notice to Husky on or prior to the last day of the Purchase Price Adjustment Review Period (the “**Notice of Purchase Price Adjustment Disagreement**”), which notice shall set forth in reasonable detail the basis of Buyer’s disagreement, including the specific line items and amounts in dispute. If no Notice of Purchase Price Adjustment Disagreement is received by Husky on or prior to the last day of the Purchase Price Adjustment Review Period, the Initial Statement shall be deemed to

have been accepted by Buyer and shall become final and binding upon Buyer and Husky in accordance with the last sentence of Section 2.8(e).

- (d) If a Notice of Purchase Price Adjustment Disagreement is timely received by Husky, during the thirty (30) days immediately following receipt of such Notice of Purchase Price Adjustment Disagreement (the “**Purchase Price Adjustment Consultation Period**”), Buyer and Husky shall seek in good faith to resolve any disagreement that they may have with respect to the matters specified in the Notice of Purchase Price Adjustment Disagreement.
- (e) If, at the end of the Purchase Price Adjustment Consultation Period, Buyer and Husky have been unable to resolve all disagreements that they may have with respect to the matters specified in the Notice of Purchase Price Adjustment Disagreement, Buyer and Husky shall submit separate written statements setting forth in detail their respective positions with respect to all matters that remain in dispute with respect to the Notice of Purchase Price Adjustment Disagreement (along with a copy of the Initial Statement marked to indicate those line items that are in dispute) to [REDACTED - Third Party Name] (the “**Independent Accountant**”) promptly thereafter, with simultaneous copies to each Party. In the event that the Independent Accountant refuses or is otherwise unable to act as the Independent Accountant, Buyer and Husky shall cooperate in good faith to appoint an independent accounting firm qualified and of national recognition in Canada that is mutually agreeable to Buyer and Husky, in which event “Independent Accountant” shall mean such firm. Within thirty (30) days after the submission of such matters to the Independent Accountant, or as soon as practicable thereafter, the Independent Accountant, acting as an expert and not as an arbitrator or mediator, will make a final determination, binding on Buyer and Husky, on the basis of the Agreed Adjustment Principles and IFRS, as applicable, and otherwise in accordance with this Agreement, of the appropriate amount of each of the matters that remain in dispute with respect to the Notice of Purchase Price Adjustment Disagreement. There shall be no *ex parte* communications between Buyer and Husky, on the one hand, and the Independent Accountant, on the other hand, relating to those matters in dispute, other than the initial written submissions by Buyer and Husky of their respective positions on the matters in dispute and written answers by Buyer and Husky to written questions from the Independent Accountant, with simultaneous copies to each Party. With respect to each disputed line item, the Independent Accountant’s determination, if not in accordance with the position of Buyer and Husky, shall not be in excess of the highest nor less than the lowest of the amounts advocated in any Notice of Purchase Price Adjustment Disagreement or in the Initial Statement with respect to such disputed line item. For the avoidance of doubt, the Independent Accountant shall not review any line items or make any determination with respect to any matter other than those matters in the Notice of Purchase Price Adjustment Disagreement that remain in dispute. The statement setting forth the Adjustments as of the Closing Date and the determination therefrom of the Adjustments as of the Closing Date that is final and binding on Buyer and Husky, as determined either through agreement of Buyer and Husky (deemed or otherwise), pursuant to Section 2.7(a) or 2.8(c) or through the

determination of the Independent Accountant pursuant to this Section 2.8(e), are referred to herein as the “**Final Statement**” and the “**Final Adjustments**”, respectively.

- (f) The cost of the Independent Accountant’s review and determination shall be shared equally by Buyer and Husky. During the review by the Independent Accountant, Buyer and Husky shall each make available to the Independent Accountant such individuals and such information, books, records and work papers, as may be reasonably required by the Independent Accountant to fulfill its obligations under Section 2.8(e); provided, however, that the independent accountants of Buyer and Husky shall not be obligated to make any working papers available to the Independent Accountant unless and until the Independent Accountant has signed a customary confidentiality and hold harmless agreement relating to such access to working papers in form and substance reasonably acceptable to such independent accountants.
- (g) After the Final Adjustments are ultimately determined in accordance with this Section 2.8, the following payment shall be made:
 - (i) if the Final Adjustments, after taking into account the adjustment to the Base Purchase Price already made on account of the Adjustments pursuant to Section 2.3(b), result in net amount owing to Husky, Buyer shall pay to Husky an amount equal to such net amount; or
 - (ii) if the Final Adjustments, after taking into account the adjustment to the Base Purchase Price already made on account of the Adjustments pursuant to Section 2.3(b), result in a net amount owing to Buyer, Husky shall pay to Buyer an amount equal to such net amount.
- (h) Husky or Buyer, as the case may be, shall pay the net amount owed to the other as a result of the foregoing within ten (10) Business Days after the Final Adjustments are ultimately determined in accordance with this Section 2.8. Any such payment shall be treated as an adjustment to the Purchase Price for all Tax purposes, to the maximum extent permitted by applicable Law, and shall be allocated such that the Final Adjustments as set out in the Final Statement shall be **[REDACTED - Commercially sensitive statement details.]**

The Parties shall agree, acting reasonably, on how any such changes to Tangibles other than Inventory are to be allocated and if the Parties are unable to reach an agreement on such allocation, the matter may be referred by either Party to the Independent Accountant for determination.

- (i) After the Final Adjustments are ultimately determined in accordance with Sections 2.8(a) through 2.8(f), no further adjustments shall be made to the Base Purchase Price pursuant to this Section 2.8, including corrections to previously made adjustments.

2.9 Payments.

Husky and Buyer shall make any payment due to the other pursuant to this Article 2 by no later than 11:59 a.m. on the day when due (unless otherwise consented to by the Person to whom such payment is due). All payments shall be paid by wire transfer of immediately available funds to the account or accounts designated by or on behalf of the Person receiving such payment.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF HUSKY REGARDING HUSKY AND HDGP

Except as set forth in the Husky Disclosure Schedule, Husky represents and warrants to Buyer as follows:

3.1 Organization and Good Standing.

Each of Husky and HDGP has been duly organized or created, is validly existing and is in good standing under the Laws of its jurisdiction of formation or creation.

3.2 Corporate Authorization.

- (a) Husky has all requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery of this Agreement and the other Transaction Documents, the performance of Husky's obligations hereunder and thereunder and the consummation of the Transactions have been duly authorized by all necessary action of Husky.
- (b) HDGP has all requisite power and authority to execute and deliver each Transaction Document to which it will be a party, to perform its obligations thereunder and to consummate the Transactions. The execution and delivery of the Transaction Documents to which HDGP will be a party, the performance of HDGP's obligations thereunder and the consummation of the Transactions have been duly authorized by all necessary action of HDGP.
- (c) The Transaction Documents to which each of Husky and HDGP is, or will be, a party have been, or will be, duly executed and delivered by Husky and HDGP and, assuming the due authorization, execution and delivery of such Transaction Documents by each other Person that is or will be a party thereto, constitute legal, valid and binding obligations of Husky and HDGP, enforceable against Husky and HDGP in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles.

3.3 Ownership of HDGP.

Husky is the direct or indirect owner of all of the issued and outstanding partnership interests in HDGP.

3.4 Non-Contravention.

Assuming the receipt of all Regulatory Approvals and the Husky Approvals, the execution and delivery by each of Husky and HDGP of the Transaction Documents to which it is, or will be, a party, the performance of the obligations of each of Husky and HDGP pursuant to such Transaction Documents and the consummation of the Transactions will not constitute or result in (a) a violation of or conflict with any of the Organizational Documents of Husky or HDGP, (b) a breach or violation of, a termination of, a right of termination or default under, the creation or acceleration of any rights or obligations under, or the creation of an Encumbrance on any of the PGR Assets pursuant to any Contract to which Husky or HDGP is a party (with or without notice, lapse of time or both) or (c) assuming the receipt of all the Buyer Approvals, a breach or violation of, or a default under, any Law to which Husky or HDGP, is subject, except, in the case of clause (b) or (c), as would not, individually or in the aggregate, prevent or materially delay or impair the ability of Husky or HDGP to consummate the Transactions.

3.5 Consents and Approvals.

Except for the Regulatory Approvals and the approvals listed in Section 3.5 of the Husky Disclosure Schedule (the "**Husky Approvals**"), no consent, approval, waiver, authorization, notice or filing is required to be obtained by Husky or any of its Affiliates from, or to be given by Husky or any of its Affiliates to, or to be made by Husky or any of its Affiliates with, any Person (including any Government Entity), in connection with the execution, delivery and performance by Husky or HDGP of the Transaction Documents to which Husky or HDGP is or will be a party and the consummation of the Transactions, except as would not prevent or materially delay or impair the ability of Husky or HDGP to consummate the Transactions.

3.6 Litigation and Claims.

There is no civil, criminal or administrative action, suit or proceeding pending before any Government Entity or, to the Knowledge of Husky, threatened, against Husky, HDGP or any of their respective Affiliates, or any of their respective properties or other assets, except as would not, individually or in the aggregate, prevent or materially delay or impair (a) the ability of Husky or HDGP to consummate the Transactions or (b) the ownership and operation of the Business or any of the PGR Assets.

3.7 Solvency.

There is no bankruptcy, insolvency, reorganization or receivership proceeding before any Government Entity pending against, being contemplated by or, to the Knowledge of Husky, threatened against Husky or HDGP.

3.8 Residency.

Husky is not a non-resident of Canada and HDGP is a Canadian partnership, both for the purposes of the Tax Act.

3.9 No Brokers or Finders.

There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Husky or any of its Affiliates who is entitled to any fee or commission in connection with the Transactions for which Buyer or any of its Affiliates would be liable.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF HUSKY REGARDING THE PGR ASSETS

Except as set forth in the Husky Disclosure Schedule, Husky represents and warrants to Buyer as follows:

4.1 Ownership of PGR Assets.

Husky and HDGP are the record and beneficial owners of, and have good and valid title to, the Refinery and the other PGR Assets, free and clear of all Encumbrances (other than any Permitted Encumbrances or those Encumbrances arising pursuant to this Agreement).

4.2 Non-Contravention.

Assuming the receipt of all Regulatory Approvals and Husky Approvals, the consummation of the Transactions will not constitute or result in (a) a material breach or violation of, a termination of, a right of termination or default under, the creation or acceleration of any rights or obligations under, or the creation of an Encumbrance on any of the PGR Assets pursuant to, any Asset Documents (with or without notice, lapse of time or both) or (b) assuming the receipt of all the Buyer Approvals, a material breach or violation of, or a default under, any Law to which the PGR Assets are subject.

4.3 Preferential Purchase Rights.

There are no rights of first refusal, rights of first offer, preferential purchase rights or options that are held by any Person to purchase or acquire any of the PGR Assets which are triggered as a result of the execution of this Agreement by Husky or the consummation of the Transactions.

4.4 Financial Statements.

Copies of the Financial Statements have been made available to Buyer prior to the date of this Agreement and are included in Section 4.4 of the Husky Disclosure Schedule. Except as set forth in Section 4.4 of the Husky Disclosure Schedule, the Financial Statements were prepared in accordance with IFRS consistently applied (except for the absence of footnotes and any potential adjustments relating to Taxes and Tax adjustments) and fairly present, in all material respects, the

financial position and results of operations of the Business as of the dates and for the periods presented (except as may be noted therein).

4.5 Absence of Changes.

Except as contemplated by this Agreement, since December 31, 2018 through the date of this Agreement, (a) the Business has been conducted in all material respects in the ordinary course of business and (b) no Material Adverse Effect has occurred.

4.6 Material Contracts.

- (a) Section 4.6(a) of the Husky Disclosure Schedule sets forth a complete and accurate list, as of the date of this Agreement, of the Material Contracts.
- (b) A true and complete copy of each Material Contract, including all amendments thereto, has been made available to Buyer prior to the date of this Agreement.
- (c) **[REDACTED - Commercially sensitive information.]**

- (d) **[REDACTED - Commercially sensitive information.]**

4.7 Litigation and Claims.

- (a) There is no civil, criminal or administrative action, suit or proceeding commenced or pending before any Government Entity or, to the Knowledge of Husky, threatened, against the PGR Assets or the Business except as set out in Section 4.7(a) of the Husky Disclosure Schedule.

- (b) There is no action, suit or proceeding commenced by or on behalf of Husky or its Affiliates with respect to the PGR Assets or the Business, before any Government Entity or threatened by or on behalf of Husky or its Affiliates with respect to the PGR Assets or the Business, against any other Person, except as set out in Section 4.7(b) of the Husky Disclosure Schedule.

4.8 Consents and Approvals.

Except for the Regulatory Approvals and the Husky Approvals, no material consent, approval, waiver, authorization, notice or filing is required to be obtained by Husky or HDGP from, or to be given by Husky or HDGP to, or to be made by Husky or HDGP with, any Person (including any Government Entity), in connection with the execution, delivery and performance by Husky or its Affiliates of this Agreement and the other Transaction Documents to which Husky or its Affiliates are or will be a party, or the consummation of the Transactions.

4.9 Compliance with Law; Permits.

- (a) Except as set out in Section 4.9(a) of the Husky Disclosure Schedule:
 - (i) Husky and its Affiliates are in material compliance with all Laws applicable to the PGR Assets and the Business;
 - (ii) all material Applicable Permits required for the ownership and use of the PGR Assets and to conduct the Business are held by or on behalf of HDGP;
 - (iii) each material Applicable Permit is valid, subsisting and in good standing; and
 - (iv) Husky and its Affiliates are not in default or breach of any Applicable Permit and no civil, criminal or administrative proceedings have been commenced or are pending or threatened to revoke, suspend or limit any Applicable Permits.
- (b) Subject to Section 9.6, and except as set out in Section 4.9(b) of the Husky Disclosure Schedule, the consummation of the Transactions will not result in the cancellation, suspension or termination, or otherwise require modification, of any material Applicable Permit required to be maintained in respect of the conduct of the Business.
- (c) Neither Husky nor HDGP have committed, nor have they received any written notice alleging, any material violation under any applicable Law with respect to the operation of the Business or the PGR Assets or under any Applicable Permit held by HDGP and there are no investigations, reviews or proceedings pending or, to the Knowledge of Husky, threatened by or before any Government Entity relating to any alleged violation of Law or the terms of any Applicable Permit arising out of operation of the Business or the PGR Assets, other than, in each case, claims, investigations or allegations that have been resolved, withdrawn or abandoned.

- (d) This Section 4.9 does not relate to matters involving Environmental Laws and Environmental Permits, employee benefits, labour and employment, and Intellectual Property, which shall be governed exclusively by Section 4.11, Section 4.12, Section 4.13, and Section 4.15, respectively.

4.10 Real Property Interests.

Except as set out in Section 4.10 of the Husky Disclosure Schedule and subject to any Permitted Encumbrances:

- (a) With respect to the Owned Real Property, subject to Section 9.6, Husky is the registered owner of bare legal title of an estate in fee simple to all Owned Real Property, free and clear of Encumbrances, which bare legal title is held in trust for and on behalf of HDGP. Section 4.10 of the Husky Disclosure Schedule lists the street and legal address of each Owned Real Property. There are no outstanding options, rights of first offer or rights of first refusal to purchase the Owned Real Property or any portion thereof or interest therein or to lease, license or use the Owned Real Property.
- (b) With respect to the Leased Real Property, subject to Section 9.6, Husky has a valid and enforceable leasehold interest to the leasehold estate in the Leased Real Property, free and clear of Encumbrances, which interest is held in trust for and on behalf of HDGP. Section 4.10 of the Husky Disclosure Schedule contains a true, correct and complete list, as of the date of this Agreement, (including the date and name of the parties and the street address) of all Leased Real Property.
- (c) With respect to the Other Real Property Interests, subject to Section 9.6, Husky is the registered holder of a legal interest in all Other Real Property Interests, free and clear of Encumbrances, which legal interest is held in trust for and on behalf of HDGP except where such interests are not ordinarily registered in accordance with good industry practices.
- (d) HDGP is the beneficial owner of the entire beneficial right, title, estate and interest in and to the Real Property, and has good and marketable title to the Real Property free and clear of all Encumbrances.
- (e) The Real Property constitutes all of the real property interests necessary for the operation of the Business as it is currently being operated in all material respects.
- (f) There are no structural deficiencies or latent defects affecting any of the Improvements in any material respect, and there are no facts or conditions affecting any of the Improvements which would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation of the Business as currently conducted.
- (g) There are no actual, pending or, to the Knowledge of Husky, threatened (i) condemnation, expropriation or annexation proceedings affecting the Real Property or any part thereof, or (ii) planned public improvements, special assessments or

suits or proceedings commenced, pending or threatened by any Government Entity, against Husky or any of its Affiliates concerning compliance by it with, or Liability of it under, any applicable Environmental Law or Environmental Permit with respect to the Business or the PGR Assets.

- (e) Neither Husky nor any of its Affiliates is in default of filing any report or information with any Government Entity in respect of the PGR Assets or the Business as required pursuant to Environmental Laws or any Environmental Permits.
- (f) **[REDACTED - Commercially sensitive information.]**
- (g) **[REDACTED - Commercially sensitive information.]**

Notwithstanding any other representation and warranty in this Article 4, the representations and warranties set forth in this Section 4.11 are Husky's sole and exclusive representations and warranties regarding environmental matters.

4.12 Employee Benefit Matters.

- (a) Section 4.12(a) of the Husky Disclosure Schedule lists each Husky Benefit Plan. Husky has made available to Buyer, prior to the date of this Agreement, summary plan descriptions or summaries of the material Husky Benefit Plans.
- (b) **[REDACTED - Commercially sensitive information.]**
- (c) **[REDACTED - Commercially sensitive information.]**
- (d) There is no claim, action, suit or proceeding (other than routine claims for payments of benefits) pending or threatened involving any Husky Benefit Plan or its assets.

4.13 Employment and Labour Matters.

- (a) All of the Business Employees are directly employed by Husky.

(b) [REDACTED - Information regarding personnel.]

(c) [REDACTED - Information regarding personnel.]

(d) [REDACTED - Information regarding personnel.]

4.14 Insurance.

- (a) Section 4.14(a) of the Husky Disclosure Schedule sets forth a summary of coverage of the insurance policies maintained in respect of the PGR Assets (such policies, collectively, the “**Policies**”) as of the date hereof. The Policies are in full force and effect. All premiums due and payable under the Policies have been paid in a timely manner and HDGP and Husky (in respect of the PGR Assets) have complied in all material respects with the terms and conditions of all the Policies.
- (b) Except as set forth on Section 4.14(b) of the Husky Disclosure Schedule, (i) there is no material insurance claim pending under the Policies, and (ii) to Husky’s Knowledge, there are no facts or circumstances that would reasonably be expected to give rise to a material insurance claim under the Policies, in each case including any claim (or expected claim) as to which coverage has been denied by the insurer.

Neither HDGP nor Husky (in respect of the PGR Assets) have received written notice of cancellation of, or of any indication not to renew, any of the Policies.

4.15 Intellectual Property.

Except as set forth in Section 4.15 of the Husky Disclosure Schedule, (a) HDGP and Husky own or have the right to use pursuant to license, sublicense, agreement or otherwise all material items of Intellectual Property used in the operation of the Business as it is currently being operated, other than the Excluded Assets, (b) to the Knowledge of Husky, no Third Party has asserted against Husky or any of its Affiliates a claim that it is infringing on or otherwise misappropriating the Intellectual Property of any Third Party, and (c) to the Knowledge of Husky, no Third Party is infringing on or otherwise misappropriating the Intellectual Property required in the operation of the Business.

4.16 Husky Credit Support.

Section 4.16 of the Husky Disclosure Schedule sets forth a complete and accurate list, as of the date of this Agreement, of all Credit Support posted by Husky or any Affiliate thereof with respect to the PGR Assets.

4.17 Sufficiency of Assets.

Except (i) for the Excluded Assets or (ii) as set out in Section 4.17 of the Husky Disclosure Schedule, the PGR Assets include all of the assets and interests (other than Real Property interests which are addressed in Section 4.10) necessary for the operation of the Business as it is currently being operated in all material respects.

4.18 Condition of PGR Assets.

[REDACTED - Commercially sensitive information.]

4.19 Quiet Enjoyment.

Subject to the Permitted Encumbrances, Buyer shall after Closing be entitled to hold and enjoy its respective interest in the PGR Assets for its own use and benefit without any lawful interruption of or by any Person claiming by, through or under Husky or any of its Affiliates.

4.20 Anti-Corruption; Anti-Money Laundering.

Neither Husky, any of its Affiliates, nor, to the Knowledge of Husky, any director, officer, agent, employee or other Person authorized by it or any of its Affiliates to act on its or their behalf has (a) directly or indirectly used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds,

directly or indirectly, (c) violated or is in violation of any applicable provision of the United States Foreign Corrupt Practices Act of 1977 or the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), or any other similar applicable anti-corruption or anti-money laundering Law of any jurisdiction; or (d) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, in each case related to this Agreement, the Transaction Documents or the Transactions.

4.21

[REDACTED - Commercially sensitive representation regarding disclosure.]

4.22 No Other Representations or Warranties.

Except for the representations and warranties contained in Article 3 and this Article 4, (a) none of Husky, HDGP, any of their respective Affiliates or any of their respective Representatives has made or is making, and Buyer has not relied on, any other representation or warranty of any kind or nature whatsoever, oral or written, express or implied, with respect to Husky, HDGP, the PGR Assets, the Business or otherwise in connection with this Agreement or the Transactions, including as to the accuracy or completeness of any such information, and (b)

[REDACTED - Commercially sensitive information.]

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Buyer Disclosure Schedule, Buyer represents and warrants to Husky as follows:

5.1 Organization and Good Standing.

Buyer has been duly organized or created, is validly existing and is in good standing under the Laws of its jurisdiction of formation or creation.

5.2 Corporate Authorization.

Buyer has all requisite corporate or similar power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery of this Agreement and the other Transaction Documents, the performance of Buyer's obligations hereunder and thereunder and the consummation of the Transactions have been duly authorized by all necessary action of Buyer. The Transaction Documents to which Buyer is or will be a party have been or will be duly executed and delivered by Buyer and, assuming the due authorization, execution and delivery of such Transaction Documents by each other Person that is or will be a party thereto, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles.

5.3 Non-Contravention.

Assuming the receipt of all Regulatory Approvals and Buyer Approvals, the execution and delivery by Buyer of the Transaction Documents to which Buyer is or will be a party, the performance of the obligations of Buyer pursuant to such Transaction Documents and the consummation of the Transactions will not constitute or result in (a) a violation of or conflict with any of the Organizational Documents of Buyer or (b) assuming the receipt of all the Husky Approvals, a breach or violation of, or a default under, any Law to which Buyer is subject, except, in the case of clause (b), as would not, individually or in the aggregate, prevent or materially delay or impair the ability of Buyer to consummate the Transactions.

5.4 Consents and Approvals.

Except for the Regulatory Approvals and the approvals listed in Section 5.4 of the Buyer Disclosure Schedule (the "**Buyer Approvals**"), no consent, approval, waiver, authorization, notice or filing is required to be obtained by Buyer or any of its Affiliates from, or to be given by Buyer or any of its Affiliates to, or to be made by Buyer or any of its Affiliates with, any Person (including any Government Entity), in connection with the execution, delivery and performance by Buyer of the Transaction Documents to which Buyer is or will be a party and the consummation of the Transactions, except (a) as would not prevent or materially delay or impair the ability of Buyer to consummate the Transactions or (b) as may be required as a result of any facts or circumstances relating solely to Husky or any of its Affiliates.

5.5 Litigation and Claims.

[REDACTED - Commercially sensitive information.]

5.6 Solvency.

There is no bankruptcy, insolvency, reorganization or receivership proceeding before any Government Entity pending against, being contemplated by or, to the Knowledge of Buyer, threatened against Buyer.

5.7 Investment Canada Act Status.

Buyer is not a non-Canadian for purposes of the Investment Canada Act.

5.8 Financing.

[REDACTED - Commercially sensitive information.]

5.9 Anti-Corruption; Anti-Money Laundering.

Neither Buyer nor, to the Knowledge of Buyer, any director, officer, agent, employee or other Person authorized by it or any of its Affiliates to act on its behalf has (a) directly or indirectly used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, directly or indirectly, (c) violated or is in violation of any applicable provision of the United States Foreign Corrupt Practices Act of 1977 or the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), or any other similar applicable anti-corruption or anti-money laundering Law of any jurisdiction; or (d) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, in each case related to this Agreement, the Transaction Documents or the Transactions.

5.10 No Brokers or Finders.

There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer or any of its Affiliates who is entitled to any fee or commission in connection with the Transactions for which Husky or any of its Affiliates would be liable.

5.11 Principal.

Buyer is acquiring the PGR Assets as principal for its own account and not on behalf or for the benefit of any other Person.

5.12 Independent Investigation.

Buyer acknowledges that (a) it has been furnished the materials relating to the acquisition of the PGR Assets by or on behalf of Husky that it has requested; (b) Husky has provided Buyer an adequate opportunity to acquire additional information about Husky, HDGP, the PGR Assets and the Business; and (c) Buyer has completed to its satisfaction an independent investigation of Husky, HDGP, the PGR Assets and the Business, and in making the decision to enter into this Agreement and to consummate the Transactions, Buyer has relied solely on (i) its own independent investigation of Husky, HDGP, the PGR Assets and the Business, including its components and the risks related thereto, and (ii) the express written representations, warranties and covenants of Husky in this Agreement and the other Transaction Documents. Without limiting the foregoing, Buyer expressly acknowledges the provisions set forth in Section 4.22.

ARTICLE 6 INTERIM PERIOD COVENANTS

6.1 Access and Information.

- (a) From the date hereof until the Closing Date (or earlier termination of this Agreement in accordance with the terms hereof), subject to any applicable Law restricting disclosure and subject to any applicable privilege (including solicitor-client privilege), trade secrets and contractual confidentiality obligations (but provided that Husky shall provide written notice of, and the grounds for, the withholding of any information and will use commercially reasonable efforts to disclose to Buyer the permissible portions thereof), upon reasonable prior notice, Husky shall (i) afford Buyer and its Representatives reasonable access, during normal business hours, to the books and records, offices and properties of Husky and its Affiliates (to the extent relating to the PGR Assets) and (ii) furnish to Buyer such additional financial and operational data and other information regarding the PGR Assets as Buyer may from time to time reasonably request. In no event shall the auditors and independent accountants of Husky or any of its Affiliates be obligated to make any work papers available to any Person unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants. Notwithstanding any other provision of this Section 6.1(a), Husky may require that competitively sensitive information otherwise required to be provided to Buyer pursuant to this Section 6.1(a) shall be provided only to external legal counsel and external experts of Buyer.
- (b) All requests for access or information made pursuant to Section 6.1(a) shall be directed to such Person or Persons as may be designated by Husky, and Buyer shall not directly or indirectly contact any Representative of Husky or its Affiliates

without the prior approval of such designated Person or Persons. Any such access or provision of information shall be supervised by such Persons as may be designated by Husky and be conducted in such a manner so as not to unreasonably interfere with any of the business or operations of Husky and shall not contravene any applicable Law. Buyer further agrees to comply fully with all rules, regulations and instructions issued to Buyer by Husky in respect of Buyer's or its Representatives' actions while upon, entering or leaving any properties of Husky or any of its Affiliates.

- (c) Buyer agrees to be liable to and to indemnify, defend and hold harmless Husky and its Affiliates and their respective partners, directors, officers and employees from and against any and all Losses, including any and all claims and causes of action for personal injury, death or property damage, occurring as a result of Buyer's or any of its Representatives' access to the books and records, offices and properties of Husky and its Affiliates; provided, however, that such indemnity will not apply to the extent that any such Losses, claims or causes of action arise out of the gross negligence or willful misconduct of Husky or any of its Affiliates, partners, directors, officers or employees.

6.2 Conduct of Business.

- (a) During the period from the date hereof to the Closing, except (A) as required by any applicable Law or Applicable Permit, (B) as otherwise expressly contemplated by this Agreement, or as necessary to complete the Transactions, (C) for matters identified in Section 6.2(a) of the Husky Disclosure Schedule, (D) any repairs to the PGR Assets that Husky reasonably determines are necessary to maintain the safety and integrity of the PGR Assets or due to breakdown or casualty occurring after the date hereof, provided, in each case, that Husky shall notify Buyer prior to performing such repairs and report on the scope, timing and budget in respect thereof, (E) any actions taken in response to an emergency, safety or disaster situation or other similar unforeseen operational matters, or (F) as Buyer otherwise consents in writing in advance (which consent shall not be unreasonably withheld, delayed or conditioned):
 - (i) Husky shall cause the Business to be conducted in the ordinary course of business (which, for the avoidance of doubt, shall permit HDGP to build and consume hydrocarbon and non-hydrocarbon inventory in a manner reflective of market dynamics, supply and demand constraints and seasonality), and to use its commercially reasonable efforts to preserve intact the Business and PGR Assets and its relationship with its material customers, suppliers and creditors;
 - (ii) Husky shall cause HDGP to maintain the PGR Assets in a proper and prudent manner in accordance with good oil and gas industry practices in Western Canada and in compliance in all material respects with all applicable Laws;

- (iii) Husky shall cause HDGP to pay or cause to be paid all costs, expenses and other amounts that become due in respect of the Business prior to the Closing Date;
- (iv) Husky shall cause HDGP to perform and comply in all material respects with all of its respective obligations under the Material Contracts and any other Contracts to which the PGR Assets are subject;
- (v) Husky shall, and shall cause HDGP to report any material operational decisions to Buyer, and otherwise periodically report at reasonable intervals, and in any event no less than monthly, to Buyer concerning the state of the PGR Assets, including notifying Buyer of any material occurrences;
- (vi) Husky shall not, and shall cause HDGP not to:
 - (A) sell, pledge, transfer, dispose of or create any Encumbrance (other than Permitted Encumbrances and Encumbrances that will be discharged prior to Closing) on the PGR Assets, or authorize or enter into any binding agreement or commitment with respect to any of the foregoing;
 - (B) purchase any assets or business of any Person other than in the ordinary course of business, to the extent such assets or business would constitute PGR Assets;
 - (C) purchase an equity interest, or otherwise make an investment, in any Person, to the extent such investment would constitute PGR Assets;
 - (D) **[REDACTED - Commercially sensitive covenant.]**

 - (E) **[REDACTED - Commercially sensitive covenant.]**

 - (F) **[REDACTED - Commercially sensitive covenant.]**

- (G) make any material filings with any Government Entity without prior consultation with Buyer, except in the ordinary course of business;
 - (H) enter into any Contract that would have been a Material Contract had it been entered into prior to the date hereof, materially amend any Material Contract, forfeit or waive any material right or benefit under any Material Contract, or terminate any Material Contract, in each case, other than as expressly contemplated by this Agreement;
 - (I) **[REDACTED - Commercially sensitive covenant.]**

 - (J) authorize or enter into any binding agreement or commitment with respect to any of the foregoing.
- (b) For the avoidance of doubt, nothing contained in this Section 6.2 is intended to give Buyer, directly or indirectly, the right to control or direct the business or the operations of Husky or HDGP prior to the Closing. Prior to the Closing, Husky and HDGP shall exercise complete control and supervision over their operations.

6.3 Insurance; Damage or Casualty Loss.

- (a) Husky agrees to maintain the Policies (or replacement policies on substantially similar terms) in full force and effect until Closing. Other than in respect of claims arising prior to Closing, all coverage and benefits under the Policies (or replacement policies) and any other insurance policies of Husky or its Affiliates (subject to the terms thereof) relating to the PGR Assets and the Business shall cease at the Closing. On and after the Closing Date, Buyer shall, or shall cause its Affiliates to, obtain and maintain any and all insurance coverage and protection relating to the PGR Assets and the Business.

(b) If, between the date hereof and the Closing Date there is any destruction or damage to the PGR Assets as a result of fire, flood, earthquake, storm, theft, vandalism, explosion, blowout, riot, sabotage, accident or other casualty of a similar nature or the PGR Assets shall be taken by condemnation or under the right of eminent domain (each, a “Casualty Loss Event”):

(i) [REDACTED - Actions in Casualty Loss Event.]

(ii) [REDACTED - Actions in Casualty Loss Event.]

(iii) Husky shall elect, by written notice to Buyer prior to Closing, either of the following:

(A) [REDACTED - Commercially sensitive actions.]

(B) [REDACTED - Commercially sensitive actions.]

- (c) If between the date hereof and the Closing Date, Husky becomes aware of any claim of liability made against the PGR Assets or the Business or a circumstance arises that may give rise to a liability claim against the PGR Assets or the Business which such claim or circumstance is potentially covered by any of the Policies (or replacement policies) and such claim or circumstance exceeds the applicable deductible under such Policy (or replacement policy), then Husky shall cause HDGP to provide the applicable insurance carriers with notice of a circumstance that may give rise to a claim or file a claim with the applicable insurance carriers, as applicable, and shall pay Buyer any insurance proceeds received for any such liability incurred.

6.4 Covenant to Satisfy Closing Conditions.

Subject to Section 6.5 and 6.6 and the other terms and conditions of this Agreement, each of the Parties shall use commercially reasonable efforts to satisfy or cause the satisfaction of the conditions precedent to the completion of the Transactions as set forth in Article 7 (to the extent the same is within its control) and to take or cause to be taken all commercially reasonable other actions and to do or cause to be done all other commercially reasonable things necessary to permit the consummation of the Transactions in accordance with its obligations under this Agreement and cooperate with the other Parties in connection therewith.

6.5 Regulatory Approvals.

- (a) Within ten (10) Business Days of the date hereof, in connection with obtaining the Competition Act Clearance, Buyer shall file or cause to be filed a competitive impact submission requesting an ARC (or, in the alternative, a No Action letter) in connection with the Transactions. If an ARC or No Action letter shall not have been obtained within twenty (20) days after the filing of the request therefore, either Party may, at any time thereafter acting reasonably, notify the other Party that it intends to file a notification pursuant to Part IX of the Competition Act, in which case each Party shall file its respective notification pursuant to Part IX of the Competition Act as promptly as practicable but in any event within seven (7) days following the date on which the notifying Party notified the other Party of its intention to file such notification.
- (b) The Parties shall use all commercially reasonable efforts to obtain the Regulatory Approvals as soon as reasonably practicable but, in any event, no later than the Outside Date. Further, each Party shall, and shall cause each of its Affiliates to, use all commercially reasonable efforts to avoid, oppose or seek to have lifted or

rescinded, any application for, or any resulting injunction or restraining or other order seeking to delay or stop, or that otherwise adversely affects its ability to consummate, the Transactions.

- (c) The Parties shall not, and shall cause each of their Affiliates not to, take any action that may have the effect of delaying, impairing or impeding the receipt of any of the Regulatory Approvals.
- (d) **[REDACTED - Allocation of costs.]**
- (e) Husky and Buyer will, and will cause its Affiliates to do each of the following:
 - (i) Consult and co-operate with the other Party in connection with any analyses, appearances, presentations, memoranda, filings, forms, submissions, briefs, arguments and opinions made or submitted by or on behalf of any Party in connection with all meetings, actions, discussions and proceedings with any Government Entities to the extent relating to obtaining a Regulatory Approval, including, subject to Law, permitting the other Party to review in advance any proposed written communication between it and any Government Entity, provided that competitively sensitive information of a Party shall be provided only to external legal counsel and external experts of the other Party and shall not be shared by such counsel or expert with its client.
 - (ii) Promptly inform the other Party of any communication from any Government Entity in connection with obtaining any Regulatory Approval and provide the other Party or its external counsel with a copy thereof.
 - (iii) Not participate in any substantive meeting or discussion (whether in person, by telephone or otherwise) with any Government Entity in connection with obtaining any Regulatory Approval, unless it consults with the other Party in advance and, to the extent permitted by such Government Entity, gives the other Party or its external counsel the opportunity to attend and participate thereat.
 - (iv) Comply, as promptly as is reasonably practicable, with any requests received by a Party or any of its Affiliates under any Law or in connection with a Regulatory Approval for additional information, documents or other materials.
- (f) All information supplied by a Party to any other Party or to any Government Entity under this Section 6.5 shall be, to the supplying Party's Knowledge, accurate and true and, if the supplying Party subsequently learns that the information is not accurate or true, such Party shall promptly make such known to the other Party in writing and, after giving the other Party advance notice and a reasonable opportunity to comment, provide corrected information to the Government Entity that is, to the supplying Party's Knowledge, accurate and true.

- (g) Notwithstanding any other provision of this Agreement, Buyer shall be responsible for directing the efforts of the Parties in connection with all notifications to, discussions with and requests and inquiries from any Government Entity in connection with obtaining the Competition Act Clearance.

6.6 Consents and Approvals.

Subject to Section 6.5, each of Husky and Buyer shall use commercially reasonable efforts to obtain as promptly as practicable the Husky Approvals and the Buyer Approvals, respectively. If Husky does not obtain any Husky Approvals prior to Closing, Husky shall from and after the Closing continue to use its commercially reasonable efforts to obtain same. If Buyer does not obtain any Buyer Approvals prior to Closing, Buyer shall from and after the Closing continue to use its commercially reasonable efforts to obtain same.

6.7

[REDACTED - Confidential information regarding corporate action.]

6.8 Supplemental Disclosure.

The Husky Disclosure Schedule may, from time to time, prior to the Closing Date, be supplemented or amended with respect to any event, condition, fact or circumstance that arises or becomes known following the date of this Agreement, including for greater certainty, the [REDACTED - Confidential.] pursuant to Section 6.7, that if existing, occurring or known at the date of this Agreement would cause or constitute an inaccuracy in, or breach of, any representation or warranty of Husky in this Agreement; provided however that notwithstanding the foregoing, no supplement or amendment to the Husky Disclosure Schedule shall have any effect for purposes of determining whether the conditions set forth in Section 7.1 have been fulfilled, or amend or cure any misrepresentation or breach of warranty of Husky contained in this Agreement, or adversely affect or limit the right of Buyer to seek indemnification after Closing pursuant to Section 10.2.

6.9 Transition Cooperation.

From the date of this Agreement until the Closing, the Parties shall cooperate to ensure a safe and efficient transition of operations in respect of the Business, including obtaining any necessary ancillary consents, preparing any changes to the organization and procedures of the Business as a

result of the PGR Assets ceasing to be owned by Husky and its Affiliates at the Closing Date. The Parties shall each use all commercially reasonable efforts to ensure a safe, efficient and timely execution of such transition.

6.10 Transition Services Agreement

- (a) Following execution of this Agreement, the Parties shall negotiate in good faith, and use their commercially reasonable efforts, to agree upon the schedule of transition services to be provided by Husky and the compensation for the transition services to be provided by Husky, and to otherwise finalize the form of the Transition Services Agreement as soon as reasonably practicable
[REDACTED - Commercially sensitive agreement details.]

the Transition Services Agreement shall be substantially in the form attached hereto as Exhibit B. The Parties further agree that (i) Buyer shall determine the transition services to be provided pursuant to the Transition Services Agreement from the list of potential services previously provided by Husky, attached hereto as Schedule H, taking into account certain dependencies between services, and (ii) the compensation for transition services to be provided by Husky personnel shall be an amount based upon Husky's direct and reasonable indirect costs (including reasonable overhead) which fairly and reasonably compensates Husky for the performance of the transition services.

- (b) If, by the time required under Section 6.10(a), the Parties have been unable to finalize the Transition Services Agreement:
- (i) **[REDACTED - Commercially sensitive details regarding Transition Services Agreement.]**
- (ii) **[REDACTED - Commercially sensitive details regarding Transition services Agreement.]**
- (A) **[REDACTED - Commercially sensitive details regarding Transition services Agreement.]**

- (B) **[REDACTED - Commercially sensitive details regarding Transition Services Agreement.]**

 - (C) **[REDACTED - Commercially sensitive details regarding Transition Services Agreement.]**

 - (D) **[REDACTED - Commercially sensitive details regarding Transition Services Agreement.]**

 - (E) **[REDACTED - Commercially sensitive details regarding Transition Services Agreement.]**
- (iii) If, at the time of Closing, the only outstanding issue in the finalization of the Transition Services Agreement is the compensation payable to Husky for transition services, the Parties shall proceed with Closing notwithstanding the fact that the Transition Services Agreement has not been finalized and notwithstanding any other provision of this Agreement and the terms of the Transition Services Agreement (other than the amount of the compensation) shall be deemed to be binding obligations of the Parties, subject to the remaining provisions of this Section 6.10(b)(iii). Following Closing, Husky shall provide transition services to Buyer, and Buyer shall pay the service fees proposed by Husky for such services all in accordance with the terms of the Transition Services Agreement while the Independent Accountant determines the appropriate compensation in accordance with Section 6.10(b). Any fees paid from Buyer to Husky prior to the Independent Accountant's determination shall be retroactively adjusted, as necessary, in accordance with the appropriate compensation determined by the Independent Accountant.

ARTICLE 7 CONDITIONS TO CLOSING

7.1 Conditions to the Obligations of Buyer.

The obligation of Buyer to complete the Transactions is subject to the satisfaction (or waiver by Buyer), at or prior to the Closing, of each of the following conditions:

- (a) Regulatory Approvals. The Regulatory Approvals shall have been obtained or shall have been waived in writing by the applicable Government Entity.
- (b) Real Property Transfers. All required LTO Transfer Forms prepared by Husky and provided to Buyer have been duly executed by Husky and delivered to Buyer or counsel for Buyer in accordance with Section 9.6(h).
- (c) No Prohibition. No Law or preliminary or permanent injunction or other order, decree or ruling issued by a Government Entity which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the Transactions shall be in effect; provided, however, that Buyer may not rely on this condition if any such injunction or other order, decree or ruling results from the actions of, or claims made by or on behalf of, Buyer or any of its Affiliates.
- (d) Representations and Warranties. The representations and warranties of Husky set forth in Article 3 and Article 4 shall be true and correct (without giving effect to any "materiality" or Material Adverse Effect qualifiers contained therein) as of the Closing Date as if made on and as of the Closing Date (except: (i) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date; and (ii) where the failure of any such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect).
- (e) Covenants. The covenants and agreements contained in this Agreement that are to be performed on or prior to the Closing by Husky or any Affiliate thereof shall have been duly performed or complied with by Husky or such Affiliate in all material respects.
- (f) No Material Adverse Effect. Since the date of this Agreement no Material Adverse Effect shall have occurred.
- (g) Certificate. Husky shall have delivered to Buyer a certificate, signed by a duly authorized officer of Husky and dated the Closing Date, to the effect that the conditions set forth in Section 7.1(d), Section 7.1(e) and Section 7.1(f) have been satisfied.
- (h) Closing Deliverables. Husky shall have delivered to Buyer each Closing deliverable required to be delivered by Husky pursuant to Section 2.6.

7.2 Conditions to the Obligations of Husky.

The obligation of Husky to complete the Transactions is subject to the satisfaction (or waiver by Husky), at or prior to the Closing, of each of the following conditions:

- (a) Regulatory Approvals. The Regulatory Approvals shall have been obtained or shall have been waived in writing by the applicable Government Entity.
- (b) REDACTED - Third Party Name Consent. The executed [REDACTED - Third Party Name] Consent shall have been received from [REDACTED - Third Party Name] and shall be in full force and effect.
- (c) No Prohibition. No Law or preliminary or permanent injunction or other order, decree or ruling issued by a Government Entity which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the Transactions shall be in effect; provided, however, that Husky may not rely on this condition if such injunction or other order, decree or ruling results from the actions of, or claims made by or on behalf of, Husky or any of its Affiliates.
- (d) Representations and Warranties. The representations and warranties of Buyer set forth in Article 5 shall be true and correct in all material respects (or in the case of a representation and warranty qualified by "materiality," in all respects) as of the Closing Date as if made on and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects (or in the case of a representation and warranty qualified by "materiality," in all respects) as of such earlier date).
- (e) Covenants. The covenants and agreements contained in this Agreement that are to be performed on or prior to the Closing by Buyer shall have been duly performed or complied with by Buyer in all material respects.
- (f) Certificate. Buyer shall have delivered to Husky a certificate, signed by a duly authorized officer of Buyer and dated the Closing Date, to the effect that the conditions set forth in Section 7.2(d) and Section 7.2(e) have been satisfied.
- (g) Closing Deliverables. Buyer shall have delivered to Husky each Closing deliverable required to be delivered by Buyer pursuant to Section 2.5.

ARTICLE 8 TERMINATION

8.1 Termination by Mutual Consent.

This Agreement may be terminated at any time prior to the Closing by the mutual written agreement of Husky and Buyer.

8.2 Termination by Either Party.

This Agreement may be terminated by either Husky or Buyer by written notice to the other Party at any time prior to the Closing:

- (a) if the Closing shall not have occurred on or prior to December 31, 2019 (the “**Outside Date**”) or such later date as provided for pursuant to Section 8.3 or 8.4, as applicable; provided, however, the right to terminate this Agreement under this Section 8.2(a) shall not be available to a Party if the failure of that Party to fulfill any of its obligations under this Agreement has principally caused or resulted in the failure of the Closing to occur prior to the Outside Date; and provided further that the right to terminate this Agreement under this Section 8.2(a) shall not be available to either Party after the Conditions Satisfaction Date unless the Closing shall not have occurred on the date scheduled therefor in accordance with Section 2.4; or
- (b) if any court of competent jurisdiction or a Government Entity shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions and such order, decree, ruling or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.2(b) shall not be available to a Party if the failure of that Party to fulfill any of its obligations under this Agreement has principally caused or resulted in such order, decree, ruling or action.

8.3 Termination by Husky.

This Agreement may be terminated by Husky in writing at any time prior to the Closing if there has been a breach of any representation, warranty, covenant or agreement made by Buyer in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, in either case such that any of the conditions set forth in Section 7.2 would not be satisfied as a direct result thereof; provided, however, that Husky shall not be entitled to so terminate this Agreement unless Husky has delivered a written notice to Buyer specifying in reasonable detail such breach or condition which Husky is asserting as the basis for exercise of its termination right. If any such notice is delivered, unless such breach or condition is not capable of being cured, Husky may not terminate this Agreement until the earlier of (i) 30 days after such notice is delivered (which period shall be extended for so long as Buyer is proceeding diligently to cure such breach or condition) and (ii) one Business Day prior to the Outside Date; provided, however, if such notice is delivered within 30 days of the Outside Date, unless such breach or condition is not capable of being cured, the Outside Date shall be automatically extended until the 30th day after such notice is delivered.

8.4 Termination by Buyer.

This Agreement may be terminated by Buyer in writing at any time prior to the Closing if there has been a breach of any representation, warranty, covenant or agreement made by Husky in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, in either case such that any of the conditions set forth in Section 7.1 would not be satisfied as a direct result thereof; provided, however, that Buyer shall not be entitled to so

terminate this Agreement unless Buyer has delivered a written notice to Husky specifying in reasonable detail such breach or condition which Buyer is asserting as the basis for exercise of its termination right. If any such notice is delivered, unless such breach or condition is not capable of being cured, Buyer may not terminate this Agreement until the earlier of (i) 30 days after such notice is delivered (which period shall be extended for so long as Husky is proceeding diligently to cure such breach or condition) and (ii) one Business Day prior to the Outside Date; provided, however, if such notice is delivered within 30 days of the Outside Date, unless such breach or condition is not capable of being cured, the Outside Date shall be automatically extended until the 30th day after such notice is delivered.

8.5 Effect of Termination; Deposit Amount.

(a) [REDACTED - Commercially sensitive information regarding survival.]

(b) [REDACTED - Commercially sensitive information regarding deposit treatment.]

ARTICLE 9
ADDITIONAL COVENANTS

9.1 Books and Records.

- (a) From and after the date of this Agreement, Husky shall provide Buyer with full access to all designs, specifications, manuals, procedures, measures and plans developed and implemented by Husky or any of its Affiliates in respect of the PGR Assets or the Business (collectively, the “**Manuals**”). Husky shall deliver to Buyer promptly after the Closing all of the Manuals and, to the extent in the possession of Husky or its Affiliates, a copy of all Records relating to the PGR Assets and the Business; provided that, for the avoidance of doubt, Husky shall not be required to deliver any Excluded Assets to Buyer [REDACTED - Commercially sensitive information.] For certainty, each of Buyer and its Affiliates shall from and after Closing be entitled to use the Manuals and adopt any one or more of the Manuals as its own document without any further consent or approval from, or consideration being paid to, Husky or any of its Affiliates.
- (b) Husky and its Affiliates shall have the right, at Husky’s cost and expense, to make and retain copies of (i) all Records (A) relating to any information Husky may disclose in compliance with applicable Law regarding the Business Employees, including Business Employees who accept the Buyer Employer’s offer of employment made as contemplated by Section 9.4, (B) as required by any applicable Law or Government Entity, including pursuant to any regulatory request, or (C) as may be necessary for Husky and its Affiliates to perform their respective obligations pursuant to this Agreement, including the preparation of the Initial Statement in accordance with Section 2.8, and the other Transaction Documents, in each case subject to compliance in all material respects with applicable Laws, and (ii) all data room materials and copies of all books and records prepared in connection with the Transactions, including (A) any Records that may be relevant in connection with the defence of disputes arising under this Agreement or (B) financial information and all other accounting books and records prepared or used in connection with the preparation of financial statements of Husky or any of its Affiliates.
- (c) From and after the Closing, to the extent reasonably required by Husky in respect of its ownership of the PGR Assets prior to the Closing Date and for the limited purposes of (i) responding to a request or direction of a Government Entity, (ii) the preparation of Tax Returns or other documents related to Tax matters and the handling or administration of any Tax audit, examination or other administrative or judicial proceeding relating to Taxes, (iii) the preparation of the Initial Statement in accordance with Section 2.8, or (iv) resolving any claim made by or against Husky or any of its Affiliates under this Agreement or any other Transaction Document (including matters contemplated by Section 2.7) or in relation to the PGR Assets, in each case, subject to any applicable Law and any applicable privileges (including solicitor-client privilege) and contractual confidentiality

obligations, upon reasonable prior notice, Buyer shall (A) afford Husky and its Affiliates reasonable access, during normal business hours, to the books, data, files, information and records of Buyer and its Affiliates in respect of the PGR Assets that were delivered by Husky in accordance with Section 9.1(a) and remain in the possession of Buyer and its Affiliates, (B) furnish to Husky and its Affiliates such additional financial and other information in the possession of Buyer and its Affiliates regarding the PGR Assets during the period prior to the Closing Date as Husky may from time to time reasonably request and (C) at Husky's sole cost, make available to Husky and its Affiliates the employees of Buyer and its Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist Husky in connection with Husky's inquiries for any of the purposes referred to in this Section 9.1(c); provided, however, that such access or request shall not unreasonably interfere with the business or operations of Buyer or any of its Affiliates and shall not contravene any applicable Law. In no event shall the auditors and independent accountants of Buyer or its Affiliates be obligated to make any work papers available to any Person unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants. If so reasonably requested by Buyer, Husky shall and, to the extent applicable, shall cause its Affiliates to enter into a customary joint defence agreement with any one or more of Buyer and its Affiliates with respect to any information to be provided to Husky pursuant to this Section 9.1.

- (d) From and after the Closing Date, Buyer shall, and shall cause its Affiliates to, preserve all Records relating to the PGR Assets and the operation of the Business prior to the Closing that were delivered by or on behalf of Husky in accordance with Section 9.1(a) for a period of no less than six years after the Closing Date. After expiry of such period, before Buyer or its Affiliates may dispose of any such books and records, Buyer shall give Husky at least 90 days' prior notice to such effect, and Husky shall be given an opportunity, at its own cost and expense, to remove and retain copies of all or any part of such books and records as Husky may select.
- (e) If Buyer or any of its Affiliates disposes of any of the PGR Assets to a Third Party, Buyer shall take commercially reasonable steps to enable Husky to have continued access to the items described in this Section 9.1.
- (f) From and after the Closing Date, to the extent reasonably required by Buyer in respect of its ownership and operation of the PGR Assets and the Business or for the limited purposes of (i) complying with applicable Law, including responding to a request or direction of a Government Entity, (ii) the preparation of Tax Returns or other documents related to Tax matters and the handling or administration of any Tax audit, examination or other administrative or judicial proceeding relating to Taxes, (iii) exercising its rights or performing its obligations under this Agreement and the Transaction Documents, and (iv) resolving any claim made by or against Buyer or any of its Affiliates under this Agreement or any other Transaction Document (including matters contemplated by Section 2.7) or in relation to the

PGR Assets, in each case, subject to any applicable Law and any applicable privileges (including solicitor-client privilege) and contractual confidentiality obligations, upon reasonable prior notice, Husky and its Affiliates shall (A) afford Buyer reasonable access, during normal business hours, to information in any recorded form that is related to the PGR Assets or the Business and which remains in the possession or control of Husky or its Affiliates, (B) furnish to Buyer such additional financial and other information in the possession of Husky and its Affiliates regarding the PGR Assets as Buyer may from time to time reasonably request, and (C) at Buyer's sole cost, make available to Buyer and its Affiliates the employees of Husky and its Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist Buyer in connection with Buyer's inquiries for any of the purposes referred to in this Section 9.1(f); provided, however, that such access or request shall not unreasonably interfere with the business or operations of Husky or any of its Affiliates and shall not contravene any applicable Law. In no event shall the auditors and independent accountants of Husky or its Affiliates be obligated to make any work papers available to any Person unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants. If so reasonably requested by Husky, Buyer shall and, to the extent applicable, shall cause its Affiliates to enter into a customary joint defence agreement with any one or more of Husky and its Affiliates with respect to any information to be provided to Buyer pursuant to this Section 9.1.

9.2 Husky Credit Support.

[REDACTED - Commercially sensitive information regarding third party.]

9.3 Tax Matters.

- (a) Allocation of Base Purchase Price. Husky shall, and shall cause HDGP to, and Buyer shall allocate (for all purposes including in relation to the Tax Act) the Base Purchase Price as set forth in Schedule D. The Parties shall cause their respective Affiliates to report each sale and purchase of the PGR Assets for all federal, provincial and local tax purposes in a manner consistent with the allocation referred to in Schedule D. If any Tax Authority does not agree with any allocation of the Purchase Price agreed to between the Parties in accordance with the foregoing, the Parties shall, acting in good faith, use commercially reasonable efforts to agree upon a different allocation acceptable to the relevant Tax Authority and, if the Parties are able to agree, they shall thereafter cause their respective Affiliates to amend the allocation and their income tax returns accordingly; provided, however

that nothing contained herein shall be construed so as to require either Party or HDGP to commence or participate in any litigation or administrative process challenging the determination so made by any relevant Tax Authority.

(b) Taxes.

- (i) Any amounts payable by Buyer do not include any transfer, sales, use, documentary, stamp or other similar Taxes (collectively, “**Transfer Taxes**”), including any applicable GST or PST and applicable property or land transfer taxes, or any other Taxes required to be collected by Husky or HDGP from Buyer as a result of the consummation of the Transactions. If any Transfer Taxes arise as a result of the consummation of the Transactions, including any Transfer Taxes owing by Husky in respect of Buyer’s acquisition of the PGR Assets, the payment of any and all such Transfer Taxes shall be borne by Buyer. The Parties agree to cooperate with each other to minimize any liability for Transfer Taxes to the extent legally permissible, and the Parties shall cooperate in the preparation, execution and filing of all Tax Returns regarding any Transfer Taxes that become payable in connection with the Transactions and use commercially reasonable efforts to obtain any certificate or other document from any Tax Authority or any other Person or make any election as may be necessary to mitigate, reduce or eliminate any Transfer Tax.
- (ii) The allocation for PST purposes in respect of the PGR Assets will be as set forth in Schedule E. The Parties agree that the amount of PST set forth in Schedule E shall be payable by Buyer in respect of the transfer of the PGR Assets taking into account any exemption from the application of PST that the Parties currently understand is available under applicable Law.
- (iii) At the request of Buyer, HDGP and Buyer shall jointly make the election provided for in paragraph 167(1) of the *Excise Tax Act* (Canada) (the “**ETA**”) to have subsection 167(1.1) of the ETA apply to the transfer of the PGR Assets. Buyer shall file the election provided for in paragraph 167(1)(b) of the ETA within the time prescribed by subsection 167(1.1) of the ETA, the effect of which shall be that HDGP shall have no obligation to collect and remit GST. Buyer will provide HDGP with such supporting documentation as Husky or HDGP may reasonably request in order to confirm that such election has been made and properly filed. Notwithstanding anything to the contrary in this Agreement, Buyer shall indemnify and hold Husky and HDGP harmless in respect of any such Taxes, penalties and interest and other amounts which may be assessed against HDGP as a result of the transactions under this Agreement not being eligible for such election or as a result of Buyer’s failure to file such election within the prescribed time.
- (iv) If Husky, HDGP or any Affiliate of Husky, is required to collect from Buyer any Tax under applicable Law in connection with the Transactions, then

Buyer shall promptly pay the amount of those Taxes to Husky, on behalf and for the benefit of itself and HDGP, and Husky shall remit, or shall cause to be remitted, those amounts in the manner required by applicable Law. If the amount of any Tax is adjusted as a result of any audit or determination by any Tax Authority then any increase or decrease and any related penalties and interest paid or received shall be paid by or received by Buyer. Husky shall remit, or cause to be remitted, such amount to the appropriate Tax Authority.

- (v) Husky represents that it and HDGP hold valid GST and PST registration account numbers and that the applicable registration numbers for GST/PST purposes are:
 - (A) for Husky: (i) GST: 889172573; (ii) BC PST: PST-1001-1020; and
 - (B) for HDGP: (i) GST: 858584832; (ii) BC PST: PST-1055-1717.
- (vi) Buyer represents that it holds valid GST and PST registration account numbers and that its registration numbers for GST/PST purposes are: (i) GST: 810977587 RT0001; (ii) BC PST: PST- 1098-3976.

9.4 Employees and Benefit Plans.

- (a) Husky shall provide Buyer an updated Business Employee List from time to time prior to the Closing Date;
[REDACTED - Confidential information regarding personnel.]

(b) **[REDACTED - Confidential information regarding personnel.]**

(c) Buyer acknowledges that, as of Closing, with respect to Union Employees, Buyer shall be the successor employer under and be bound by any collective agreements applicable to such Union Employees, and shall be bound to continue the employment of such Union Employees subject to the terms and conditions of such collective agreements, and shall assume carriage of all grievances of Union Employees existing as of the Closing Date, including those set forth in Section 4.13(c) of the Husky Disclosure Schedule. Buyer shall, following the Closing, comply with the collective agreements applicable to Union Employees and all applicable Law with respect to the employment and termination of Union Employees. Concurrently with the issuance of the offers of employment to the Business Employees by Buyer pursuant to this Section 9.4, Husky and Buyer shall jointly notify the Union Employees and the applicable union of the purchase and sale of the Business contemplated hereby in a manner and written form satisfactory to Husky and Buyer, acting reasonably. Buyer shall be responsible for any related proceedings before a labour relations board to implement successor status.

(d) **[REDACTED - Confidential information regarding personnel.]**

(e) **[REDACTED - Confidential information regarding personnel.]**

(f) **[REDACTED - Confidential information regarding personnel.]**

- (g) Buyer shall waive for each Transferred Employee and his or her dependents, any waiting period provision, payment requirement to avoid a waiting period, pre-existing condition limitation, actively-at-work requirement and any other restriction that would prevent immediate or full participation under the Buyer Benefit Plans applicable to such Transferred Employee to the extent such waiting period, pre-existing condition limitation, actively-at-work requirement or other restriction would not have been applicable to such Transferred Employee under the terms of the corresponding Husky Benefit Plan.
- (h) **[REDACTED - Confidential information regarding personnel.]**
- (i) Buyer shall and shall cause its Affiliates to credit Transferred Employees with all service credited to such Transferred Employees by Husky or its Affiliates as of the Closing and Buyer and its Affiliates after the Closing, for all purposes (including purposes of eligibility, vesting, benefit accruals and levels of benefits, such as the amount of any vacation, sick days, severance, layoff and similar benefits) under

Buyer Benefit Plans and compensation plans and arrangements in which Transferred Employees are eligible to participate.

- (j) **[REDACTED - Confidential information regarding personnel.]**

- (k) Buyer shall assume and be liable for, under Buyer's workers' compensation programs, with respect to the Transferred Employees, all claims for benefits that are based upon injuries occurring (or allegedly occurring) at any time at or after the Transfer Time. Husky (or its Affiliate that employed the relevant Transferred Employee) shall be responsible for all liabilities (including liabilities for associated administrative functions) for workers' compensation claims made for compensable injuries occurring before the Transfer Time. From and after the Transfer Time, Buyer shall be responsible for all liabilities (including liabilities for associated administrative functions) for all workers' compensation claims made on or after the inception of employment of the Transferred Employee by Buyer or any of its Affiliates. For purposes of this Section 9.4(k), a workers' compensation claim shall be "made" at the time of the occurrence of the event giving rise to eligibility for workers' compensation benefits or at the time the occupational disease becomes manifest, as applicable, under the respective workers' compensation act governing the alleged injury or disease. Husky will, or will cause its Affiliate that employed the relevant Transferred Employee, to notify applicable Government Entities, if and as appropriate, of any on-the-job injuries or workers' compensation claims for which Husky or such Affiliate is responsible under this Section 9.4(k). Buyer shall or shall cause its Affiliate to notify applicable Government Entities, if and as appropriate, of any on-the-job injuries or workers' compensation claims for which it is responsible under this Section 9.4(j). Husky and Buyer will cooperate in providing to each other information needed for these notifications and related filings.

- (l) Husky will use commercially reasonable efforts to cause its benefits provider to provide Buyer with such information in respect of Transferred Employees as Buyer reasonably requires to administer the Buyer Benefit Plans.

- (m) Without limiting the generality of Section 11.4, nothing in this Section 9.4, express or implied, is intended to confer any rights, benefits, remedies, obligations or Liabilities under this Agreement upon any Person (including any Transferred Employee) other than the Parties to this Agreement and their respective successors. Nothing contained in this Section 9.4 shall be construed as an amendment to any employee benefit plan.

9.5 Non-Solicitation.

- (a) **[REDACTED - Time Period.]** , neither Husky nor any of its Affiliates shall, directly or indirectly, induce, encourage or solicit any Transferred Employee to leave the employ of Buyer or any of its Affiliates; provided, however, that this Section 9.5 shall not apply to (i) any general mass solicitations of employment not specifically directed toward employees of Buyer or any of its Affiliates and any subsequent hiring, or (ii) any Transferred Employee whose employment is terminated by the applicable Buyer employer or who seeks employment with Husky or its Affiliates without direct or indirect solicitation by Husky or any of its Affiliates.
- (b) **[REDACTED - Time Period.]** , neither Buyer nor any of its Affiliates shall, directly or indirectly, induce, encourage or solicit any of the individuals identified in Section 9.5(b) of the Disclosure Schedule to leave the employ of Husky or any of its Affiliates; provided, however, that this Section 9.5 shall not apply to (i) any general mass solicitations of employment not specifically directed toward employees of Husky or its Affiliates and any subsequent hiring, or (ii) any such person whose employment is terminated by Husky or its Affiliates or who seeks employment with Buyer or its Affiliates without direct or indirect solicitation by Buyer or any of its Affiliates.

9.6 Specific Conveyancing.

- (a) Subject to the provisions of this Section 9.6, the Parties acknowledge and agree that, with the exception of the registration of the LTO Transfer Forms, it will not be practicable to deliver all of the Specific Conveyances at the Closing, and the obligations of the Parties to consummate the Transactions are not conditional in any way upon any, some or all of the Specific Conveyances having been executed prior to or at the Closing.
- (b) Subject to Section 9.6(h), Husky shall use its commercially reasonable efforts to prepare all Specific Conveyances prior to the Closing or as soon thereafter as is reasonably practicable. All such Specific Conveyances that are prepared and circulated to Buyer at a reasonable time prior to the Closing shall be executed and delivered by the Parties at Closing. The Parties shall execute, or cause to be executed, any other such Specific Conveyances as promptly as practicable following their preparation.
- (c) Buyer shall use commercially reasonable efforts to procure the execution of the Specific Conveyances by any applicable Third Parties as soon as is reasonably practicable after their preparation and execution by the Parties. At the request of Buyer, Husky shall cooperate with Buyer in Buyer's procurement of the execution of the Specific Conveyances by Third Parties.
- (d) **[REDACTED - Commercially sensitive information regarding third party agreement.]**

- (e) Buyer shall promptly register all Specific Conveyances that are registrable. Buyer shall be responsible to pay all reasonable out of pocket costs, fees and deposits of every nature and kind incurred (including by Husky or any of its Affiliates) in registering any Specific Conveyances and registering any further assurances required to convey or transfer the Asset Documents to Buyer. If a Government Entity requires any Credit Support as a prerequisite to or as a condition of the transfer of any Applicable Permit, Buyer shall promptly enter into, issue or furnish, or cause one of its Affiliates or a Third Party acceptable to such Government Entity to enter into, issue or furnish, such Credit Support.
- (f) Unless otherwise agreed by the Parties, to the extent that Buyer must be legally recognized by Third Parties under the Asset Documents or otherwise recognized as the owner of any of the PGR Assets, the following will apply to those PGR Assets until that recognition has been effected:
 - (i) Husky shall hold title to such PGR Assets as bare trustee, for Buyer, shall represent Buyer and shall receive and hold, as bare trustee and agent of Buyer, all proceeds, benefits and advantages accruing in respect of such PGR Assets for the benefit, use and ownership of Buyer;
 - (ii) Husky shall promptly provide to Buyer all Third Party notices, specific information, communications, invoices, billings and other documents Husky receives respecting the PGR Assets, and Husky shall respond to such notices, specific information, communications, invoices, billings and other

documentation pursuant to the written instruction of Buyer, if received on a timely basis;

- (iii) Husky shall deliver to Buyer, in a manner consistent with Husky's internal accounting processes (but in any event, within thirty (30) days), all revenues, proceeds and other benefits received by Husky in respect of the PGR Assets on or after the Closing Date and arising or accruing at or after the Closing, together with all relevant statements of operating expenses, less the share of the reasonable and applicable out of pocket costs and expenses directly relating to the PGR Assets actually incurred by Husky. Husky shall be entitled to retain such funds as required to satisfy any amounts owing to Third Parties by Buyer under the Asset Documents, provided that Husky promptly remits such funds to those Third Parties. Buyer shall pay any net amount owing to Husky under this Section 9.6(f)(iii) to Husky within thirty (30) days of Husky's invoice therefor; and
 - (iv) Husky shall, as agent of Buyer, deliver to Third Parties all such agreements, notices and other documents as Buyer may reasonably request, to effect Buyer's ownership of the PGR Assets, and all money or other items provided in respect thereof.
- (g) Husky shall be deemed to have been the agent of Buyer when acting in accordance with Section 9.6(f), and Buyer hereby ratifies all actions taken, or refrained from being taken, by Husky in accordance with Section 9.6(f) in that capacity, with the intention that all of those actions will be deemed to be those of Buyer, except to the extent that the actions of Husky or its Representatives under Section 9.6(f) constitute gross negligence or wilful misconduct. Buyer hereby agrees to indemnify, defend and hold harmless each of the Husky Indemnified Parties from and against any and all Losses suffered or incurred by any of the Husky Indemnified Parties from and after the Closing to the extent arising out of or in connection with maintaining the PGR Assets or exercising other rights as the applicable Buyer's agent under Section 9.6(f), insofar as those claims are not a direct result of the gross negligence or wilful misconduct of Husky or its Representatives. For purposes of this Section 9.6(g), an act or omission will not be regarded as gross negligence or wilful misconduct to the extent that it was done or omitted to be done in accordance with the instructions or concurrence of Buyer or any of its Affiliates.
- (h) On or before the Closing Date, counsel for Husky will provide to counsel for Buyer, on such undertakings as are mutually agreed to by counsel for Husky and counsel for Buyer and which are standard for the completion of similar types of transactions in the Province of British Columbia, all LTO Transfer Forms duly executed by Husky. On the Closing Date, counsel for Buyer will submit the LTO Transfer Forms for registration to the Land Title Office for the Province of British Columbia, along with any other charges or encumbrances that may be required by Buyer's lender in connection with any financing that is required by Buyer in connection with its acquisition of the PGR Assets. At the Closing, Husky will deliver the remaining Real Property Transfers, duly executed by Husky, to Buyer. In

connection with the registration of the LTO Transfer Forms, Buyer will pay, or cause any nominee to pay all Land Transfer Costs. The payment of any and all such Land Transfer Costs shall be borne by Buyer. Buyer shall supply Husky with a true and accurate copy of all LTO Transfer Forms and post-filing search results evidencing such filings or registrations within a reasonable period of time after such documents are available.

9.7 Shared Services.

- (a) Unless expressly stated otherwise in this Agreement or any other Transaction Document, nothing in this Agreement or any other Transaction Document shall operate as a grant of or an agreement to grant any right, title or interest in any Intellectual Property owned or licensed by Husky or any of its Affiliates.
- (b) Unless expressly stated otherwise in this Agreement or any other Transaction Document:
 - (i) on or before the Closing Date, the PGR Assets shall be removed from Husky's information technology network and, from and after the Closing, Husky and its Affiliates (and any of their service providers) shall cease to provide any information technology related hardware, software and/or services or any access to Husky's information technology network;
 - (ii) from and after the Closing, neither Buyer nor any of its Affiliates shall have or retain any right whatsoever to the use, license, sublicense or lease of:
 - (A) any software which is used by Husky or its Affiliates (in respect of the PGR Assets); or
 - (B) information technology equipment owned by Husky or its Affiliates;
 - (iii) **[REDACTED - Commercially sensitive information regarding effecting paragraph (ii).]**
 - (iv) Buyer shall be solely responsible for ensuring that Buyer has access to such information technology related hardware, software and/or services as may be required in connection with the Business after the Closing and costs (whether those of Husky or any of its Affiliates or of Third Parties) associated with obtaining same (whether incurred prior to or following the Closing) shall be borne by Buyer.

9.8 Change of Name.

- (a) Except as otherwise provided in this Section 9.8, from and after the Closing, Buyer shall not, and shall cause its Affiliates not to, use any service marks, trade names, trade dress, logos, designs or other indicia of origin of Husky or any of its Affiliates, including (i) the word “Husky” or any such items that include such word, (ii) any corporate logo used by Husky Energy Inc. or its Affiliates, and (iii) any variations or derivations of any of the foregoing (collectively, the “**Prohibited Names and Marks**”). Without limiting the foregoing, Buyer shall not use the “huskyenergy.com” domain name or any similar or other domain name that could potentially be confused with the “huskyenergy.com” domain name.
- (b) In addition, as soon as reasonably practicable, but in any event no later than the earlier of (i) the 90th day after the Closing and (ii) any date required by applicable Law, Buyer shall and shall cause each of its Affiliates to:
 - (i) remove, replace or modify, as appropriate, all signs, billboards, advertisements or other media containing any Prohibited Names and Marks located on or appurtenant to any of the PGR Assets;
 - (ii) cause the destruction, disposal or replacement of stationery, business cards, purchase orders and similar assets containing any Prohibited Names and Marks; and
 - (iii) make all requisite filings with, and provide requisite notices to, the appropriate Government Entity and any other Third Parties to place title or other evidence of operation or ownership, and to update contractual obligations and records, in a name other than the Prohibited Names and Marks.
- (c) Buyer shall be responsible for and shall bear all costs and expenses of de-branding and re-branding in accordance with this Section 9.8.

9.9 Confidentiality and Public Announcements.

- (a) The terms of the Confidentiality Agreement are incorporated into this Agreement by reference and shall continue in full force and effect until the Closing, at which time such confidentiality obligations shall terminate. If, for any reason, the Transactions are not consummated, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms. Buyer acknowledges and agrees that any information made available to Buyer pursuant to Section 6.1 or otherwise by or on behalf of Husky or any of its Affiliates or any of their respective Representatives prior to the Closing shall be subject to the terms and conditions of the Confidentiality Agreement.
- (b) **[REDACTED - commercially sensitive information regarding press releases.]**

- (c) **[REDACTED - Commercially sensitive information regarding use of confidential information.]**

9.10 Privacy Restrictions.

- (a) For the purposes of this Section 9.10, the following definitions shall apply:
 - (i) “**applicable privacy laws**” means any and all applicable Laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law, including the *Personal Information Protection Act* (Alberta); and
 - (ii) “**Personal Information**” means information (or equivalent term) about an identifiable individual.
- (b) The Parties acknowledge that they are responsible for compliance at all times with applicable privacy laws with respect to Personal Information acquired by or disclosed to a Party pursuant to or in connection with this Agreement (the “**Disclosed Personal Information**”).
- (c) No Party shall use the Disclosed Personal Information for any purpose other than those related to the performance of this Agreement and the completion of the Transactions, other than as required by Husky in the ordinary course of business or permitted under applicable privacy laws.
- (d) Each Party acknowledges and confirms that the Disclosed Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Transactions, and that the Disclosed Personal Information relates solely to the carrying on of the Business and the completion of the Transactions.
- (e) Each Party acknowledges and confirms that it has and shall continue to employ appropriate technology and procedures in accordance with applicable Law to prevent accidental loss or corruption of the Disclosed Personal Information provided to it, unauthorized input or access to the Disclosed Personal Information provided to it, and unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information provided to it.

- (f) Each Party shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties' obligations hereunder. Each Party shall ensure that access to the Disclosed Personal Information provided to it shall be restricted to those employees or advisors of the respective Party who have a bona fide need to access to such information in order to complete the Transactions.
- (g) Each Party shall promptly notify the other Parties of all inquiries, complaints, requests for access, and claims of which such Party is made aware in respect of the Disclosed Personal Information. The Parties shall fully cooperate with one another, with the persons to whom the Disclosed Personal Information relates, and any Government Entity charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, and claims.
- (h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of a Party, the Parties shall forthwith cease all use of the Disclosed Personal Information acquired by them in connection with this Agreement and will return to the Party which has disclosed such Disclosed Personal Information or, at such Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies thereof).

9.11 Return of Excluded Assets.

If, within one (1) year following the Closing Date, Husky or Buyer becomes aware that any asset which is an Excluded Asset was transferred to Buyer, Husky or Buyer, as the case may be, will immediately notify the other Party. If such notice is given, each such Party shall, subject always to (i) any such transfer being able to be made lawfully, and (ii) there being no *bona fide* dispute in relation to the rightful ownership of the asset, as soon as practicable, ensure that such asset (together with any benefit or sum, net of Tax and other out of pocket expenses, accruing to Husky) is transferred from Buyer as soon as reasonable practical. Each Party shall provide such assistance to the other Party as reasonably required for this purpose.

9.12 Buyer Disclosure Documents.

- (a) **[REDACTED - Confidential information regarding preparation of disclosure documents.]**
 - (i) **[REDACTED - Confidential information regarding preparation of disclosure documents.]**

- (ii) **[REDACTED - Confidential information regarding preparation of disclosure documents.]**
 - (iii) **[REDACTED - Confidential information regarding preparation of disclosure documents.]**
-
- (b) Upon receiving reasonable advance written notice, Husky shall request its auditors, at Buyer's cost and expense, to: (i) deliver consent and comfort letters in respect of the Sold Assets Information as required by applicable Securities Regulatory Authorities; and (ii) if reasonably required, attend due diligence sessions in connection with the Buyer Disclosure Documents.
 - (c) Buyer shall indemnify and save harmless Husky from and against: (i) any and all claims by Third Parties (including Persons who are existing or future shareholders of Buyer) under Applicable Securities Laws or similar laws of other jurisdictions; and (ii) any and all Losses that result from such claims to which Husky may be subject or which Husky may suffer, whether under the provisions of any statute or otherwise, to the extent caused by, or arising, directly or indirectly, from or in consequence of any Misrepresentation or alleged Misrepresentation contained in the Buyer Disclosure Documents, Buyer's interpretation of, or adjustments to, the Sold Assets Information, Buyer's pro forma financial statements in relation to the Sold Assets Information, or Buyer's non-compliance with Applicable Securities Laws (except to the extent that any such claims or Losses are due to the common law actual fraud of any of the Husky Indemnified Parties or in respect of which Buyer is entitled to indemnification under Section 10.2).
 - (d) Buyer agrees and acknowledges that the provision by Husky to Buyer of the Sold Assets Information pursuant to this Section 9.12 is made for the sole purpose of allowing Buyer to prepare and file the Buyer Disclosure Documents, and the provision of the Sold Assets Information shall not be deemed to result in any additional representation or warranty, or form the basis for any additional liability, of Husky to Buyer.
 - (e) **[REDACTED - Allocation of costs.]**

ARTICLE 10
SURVIVAL; INDEMNIFICATION; CERTAIN REMEDIES

10.1 Survival.

The representations and warranties in [REDACTED - List of sections.]

(collectively, the “**Fundamental Representations**”) shall survive the Closing indefinitely, and all other representations and warranties in this Agreement shall survive the Closing for a period of [Redacted - Time.] from the Closing Date, at which time they will terminate (and no claims with respect to such representations and warranties shall be made by any Person for indemnification under Section 10.2 or Section 10.3 thereafter). All covenants and agreements that by their terms apply or are to be performed in whole or in part after the Closing shall survive for the period provided in such covenants and agreements, if any, or until fully performed. The period during which any such representation, warranty, covenant or agreement survives is the “**Survival Period**” for such representation, warranty, covenant or agreement. Notwithstanding the foregoing, any representation, warranty, covenant or agreement that would otherwise terminate shall, along with any applicable indemnity obligation, survive to the extent of any Losses arising out of or in connection with a breach of such representation, warranty, covenant or agreement for which notice, in reasonable detail, is given pursuant to this Agreement prior to the end of the applicable Survival Period until such Losses are finally resolved and paid.

10.2 Indemnification by Husky.

Subject to the limitations set forth in Section 10.5 and the provisions of Schedule G, Husky hereby agrees that, from and after the Closing, it shall be liable to Buyer for and shall, in addition, indemnify, defend and hold harmless, without duplication, Buyer, its Affiliates and their respective directors, officers, shareholders, trustees and employees and their heirs, successors and permitted assigns, each in their capacity as such (collectively, the “**Buyer Indemnified Parties**”), from and against any and all Losses suffered or incurred by any of the Buyer Indemnified Parties, to the extent arising out of or in connection with:

- (a) any breach of any representation or warranty made by Husky in Article 3 or Article 4 for the applicable Survival Period of such representation or warranty;
- (b) any breach by Husky or any of its Affiliates of any covenant or agreement made by Husky in this Agreement for the applicable Survival Period of such covenant or agreement;
- (c) the ownership or operation of the Excluded Assets, whether arising or accruing prior to, on or after the Closing Date;
- (d) [REDACTED - Personnel information.]

(e) [REDACTED - Confidential information.]

For purposes of Section 10.2(a), whether any representation or warranty has been breached, and the calculation of any Losses resulting from such breach of representation or warranty, shall be determined without giving effect to any qualification as to “materiality” (including the word “material” and the term “Material Adverse Effect”).

10.3 Indemnification by Buyer.

Subject to the limitations set forth in Section 10.5, Buyer hereby agrees that, from and after the Closing, it shall be liable to Husky for and shall, in addition, indemnify, defend and hold harmless, without duplication, Husky, its Affiliates and their respective directors, officers, shareholders, trustees and employees and their heirs, successors and permitted assigns, each in their capacity as such (the “**Husky Indemnified Parties**” and, collectively with the Buyer Indemnified Parties, the “**Indemnified Parties**”), from and against any and all Losses suffered or incurred by any of the Husky Indemnified Parties, to the extent arising out of or in connection with:

- (a) any breach of any representation or warranty made by Buyer in Article 5 for the applicable Survival Period of such representation or warranty;
- (b) any breach by Buyer or any of its Affiliates of any covenant or agreement made by Buyer in this Agreement for the applicable Survival Period of such covenant or agreement;
- (c) any Transfer Taxes or Land Transfer Costs for which Buyer is responsible pursuant to Section 9.3(b); and
- (d) the ownership or operation of the PGR Assets, where such Losses relate to Liabilities arising or accruing from and after the Effective Time.

10.4 Environmental Indemnity.

Buyer acknowledges that it is acquiring the PGR Assets (indirectly pursuant to the acquisition of the PGR Assets) on an “as is, where is” basis and that it is not entitled to rely upon any representation or warranty of Husky as to the environmental condition of the PGR Assets, except as is specifically made pursuant to Section 4.11. Buyer hereby agrees that, from and after the Closing, it shall indemnify, defend and hold harmless each of the Husky Indemnified Parties from and against any and all Losses suffered or incurred by any of the Husky Indemnified Parties to the extent arising out of or in connection with any Environmental Liabilities or Abandonment and Reclamation Obligations, whether occurring or accruing before, on or after the Closing Date, except to the extent that any such Losses are due to the common law actual fraud of any Husky Indemnified Parties or are matters or things for which Buyer is entitled to indemnification under Section 10.2. Subject only to the foregoing, Buyer, on its own behalf and on behalf of its Affiliates, agrees that, from and after the Closing: (a) Buyer and its Affiliates shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between any of the Husky Indemnified Parties, on the one hand, and Buyer and its Affiliates, on the other hand, (b) Buyer and its Affiliates hereby waive, and acknowledge and agree that none of them shall exercise, any right or remedy against any of the Husky Indemnified Parties in respect of any

Environmental Liabilities or Abandonment and Reclamation Obligations that Buyer or any of its Affiliates may otherwise have under any applicable Law, including any right to name any of the Husky Indemnified Parties as a third party under any action commenced or enforcement proceeding by or against Buyer or any of its Affiliates, and (c) Buyer and its Affiliates hereby release the Husky Indemnified Parties from any and all claims whatsoever Buyer or any of its Affiliates may have against any of the Husky Indemnified Parties with respect to any and all Environmental Liabilities and Abandonment and Reclamation Obligations.

10.5 Limitations.

- (a) Except with respect to Losses arising out of: (i) any breach of Husky's Fundamental Representations, or (ii) willful breach or common law actual fraud of Husky or any of its Affiliates, Husky shall not be liable to the Buyer Indemnified Parties for any Losses with respect to the matters contained in Section 10.2(a) unless and until **[REDACTED - Amount of deductible.]**

- (b) Except with respect to Losses arising out of: (i) any breach of Husky's Fundamental Representations, or (ii) willful breach or common law actual fraud of Husky or any of its Affiliates, Husky shall not be liable to the Buyer Indemnified Parties for any Losses with respect to the matters contained in Section 10.2(a) except to the extent such individual Loss (or series of related Losses arising from a common set of facts) **[REDACTED - Amount of losses.]**

- (c) Except with respect to Losses arising out of out of: (i) any breach of Husky's Fundamental Representations, or (ii) willful breach or common law actual fraud of Husky or any of its Affiliates, Husky's aggregate liability to the Buyer Indemnified Parties for Losses with respect to the matters contained in Section 10.2(a) **[REDACTED - Amount.]** In no event shall Husky's aggregate liability to the Buyer Indemnified Parties for Losses with respect to the matters contained in Section 10.2 (including with respect to Losses arising out of any breach of Husky's Fundamental Representations and the covenants and agreements made by Husky in this Agreement and to be performed prior to or at Closing, but excluding for certainty all covenants and agreements made by Husky in this Agreement and to be performed after Closing) **[REDACTED - Amount.]**

- (d) Notwithstanding anything herein to the contrary, no Buyer Indemnified Party or Husky Indemnified Party shall be entitled to indemnification or reimbursement under any provision of this Agreement for any amount to the extent any Buyer Indemnified Party or Husky Indemnified Party, as the case may be, has been reimbursed for such amount under any other provision of this Agreement (including by reason of such amount having been taken into account in the determination of the Final Adjustments pursuant to Section 2.8).

- (e) Notwithstanding anything to the contrary in this Agreement, in no event shall any Party be liable under this Article 10 for any exemplary, punitive, special, consequential or indirect damages, including lost profits or diminution of value or any loss of goodwill or possible business after the Closing, whether actual or prospective, except to the extent any such damages are included in any Third-Party Claim against an Indemnified Party for which such Indemnified Party is entitled to indemnification under this Agreement.
- (f) Each Indemnified Party shall use commercially reasonable efforts to mitigate his, her or its respective Losses upon and after becoming aware of any event or condition that would reasonably be expected to give rise to any Losses that are indemnifiable hereunder. In the event an Indemnified Party fails to so mitigate an indemnifiable Loss, the Indemnifying Party shall have no liability for any portion of such Loss that reasonably could have been avoided had the Indemnified Party made such efforts. Without limiting the generality of the foregoing, after an Indemnified Party acquires knowledge of any fact or circumstance that results in or would reasonably be expected to result in an indemnifiable Loss or a Third-Party Claim for which the Indemnifying Party may be required to indemnify such Indemnified Party, such Indemnified Party shall notify the Indemnifying Party promptly and implement such commercially reasonable actions as the Indemnifying Party shall request in writing for the purposes of mitigating the possible Losses arising therefrom, provided that any funds to be expended in connection with such actions shall be paid for by the Indemnifying Party within 30 days of receipt of an invoice (with reasonable details) therefor.
- (g) **[REDACTED - Limitations regarding indemnification.]**

10.6 Third-Party Claim Indemnification Procedures.

- (a) In the event that any written claim or demand for which an Indemnifying Party may have liability to any Indemnified Party hereunder is asserted against or sought to be collected from any Indemnified Party by a Third Party (other than those relating to Taxes, which are the subject of Section 9.3) (a “**Third-Party Claim**”), such Indemnified Party shall promptly, but in no event more than ten (10) Business Days following such Indemnified Party’s receipt of a Third-Party Claim, notify the party or parties from whom indemnification is sought (collectively, the “**Indemnifying Party**”) in writing of such Third-Party Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Third-Party Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a “**Claim Notice**”). However, the failure to give prompt notice will not affect the rights or obligations of the Indemnifying Party except and only to the extent that, as a result of such failure, the Indemnifying Party was prejudiced by such failure. The Indemnifying Party shall have fifteen (15) Business Days (or such lesser number of days set forth in the Claim Notice as may be required by court proceedings in the event of a litigated matter) after receipt of the Claim Notice (the “**Notice Period**”) to notify the Indemnified Party that it desires to defend the Indemnified Party against such Third-Party Claim.
- (b) In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against a Third-Party Claim, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings and shall have the sole power to direct and control such defence at its expense. Once the Indemnifying Party has duly assumed the defence of a Third-Party Claim, the Indemnified Party shall have the right, but not the obligation, to participate in any such defence and to employ a single separate counsel of its choosing. The Indemnified Party shall participate in any such defence at its expense unless the Indemnifying Party and the Indemnified Party are both named parties to the proceedings and the Indemnified Party shall have reasonably concluded, based on the advice of outside counsel, that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the Indemnified Party shall participate in such defence and employ separate counsel at the Indemnifying Party’s expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or offer to settle or compromise any Third-Party Claim if such settlement (i) does not include an unconditional written release by the claimant or plaintiff of the Indemnified Party from all liability in respect of such Third-Party Claim or (ii) would result in (A) the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party or any of its Affiliates or (B) a finding or admission of a violation of Law, wrongdoing or violation of the rights of any Person by the Indemnified Party or any of its Affiliates. Subject to the foregoing, the Indemnifying Party may

settle, compromise or offer to settle or compromise any Third-Party Claim in its discretion without obligation to first obtain the consent of the Indemnified Party.

- (c) If the Indemnifying Party elects not to, or is deemed to elect not to, defend the Indemnified Party against a Third-Party Claim, whether by not giving the Indemnified Party timely notice of its desire to so defend or otherwise, the Indemnified Party shall have the right, but not the obligation, to assume its own defence, it being understood that the Indemnified Party's right to indemnification for a Third-Party Claim shall not be adversely affected by assuming the defence of such Third-Party Claim. The Indemnified Party (i) shall diligently defend such Third-Party Claim and (ii) may not enter into a settlement thereof without obtaining approval of the Indemnifying Party (which approval shall not be unreasonably withheld, delayed or conditioned) unless the Indemnified Party will not be seeking indemnification from the Indemnifying Party for any amounts paid pursuant to such settlement thereof or for any other consequences of such Third-Party Claim.
- (d) The Indemnified Party and the Indemnifying Party shall cooperate in order to ensure the proper and adequate defence of a Third-Party Claim, including by providing access to each other's relevant business records and other documents and employees.
- (e) The Indemnified Party and the Indemnifying Party shall use commercially reasonable efforts to avoid production of confidential information (consistent with applicable Law) and to cause all communications among employees, counsel and others representing any party to a Third-Party Claim to be made so as to preserve any applicable solicitor-client or litigation privileges. For the avoidance of doubt, nothing in this Section 10.6 shall be construed as a waiver by an Indemnified Party or an Indemnifying Party of any privilege, including any privilege associated with separate counsel as described herein.

10.7 Payments.

The Indemnifying Party shall pay all amounts payable pursuant to this Article 10, by wire transfer of immediately available funds, promptly following receipt from an Indemnified Party of notice of a Loss that is the subject of indemnification hereunder, together with all accompanying reasonably detailed back-up documentation, unless the Indemnifying Party in good faith disputes the Loss, in which event it shall so notify the Indemnified Party (provided, that, in the event of a good faith dispute with respect to a Loss, the Indemnifying Party shall promptly pay the portion of such Loss, if any, that is not subject to dispute). **[REDACTED - Payment Details.]**

A "final determination" shall exist when (a) the parties to the dispute have reached an agreement in writing, (b) a court of competent jurisdiction shall have entered a final and non-appealable order or judgment or (c) an arbitration or like panel shall have rendered a final non-appealable determination with respect to disputes the parties to such dispute have agreed to submit thereto.

10.8 Adjustment to Purchase Price for Tax Purposes.

All payments made by an Indemnifying Party to an Indemnified Party in respect of any claim pursuant to Section 10.2 or Section 10.3 hereof shall be treated as adjustments to the Purchase Price for Tax purposes, to the maximum extent permitted by Law, and shall be an adjustment on a dollar-for-dollar basis to the Purchase Price for the Inventory, to the extent the charges pertain to Inventory, and for the Tangibles (other than Inventory), to the extent the charges pertain to Tangibles.

10.9 Adjustments to Losses.

- (a) In calculating the amount of any Loss, the proceeds received or reasonably expected to be received by the Buyer Indemnified Parties or the Husky Indemnified Parties, as the case may be, under any insurance policy or pursuant to any claim, recovery, settlement or payment by or against any other Person in respect of such Loss shall be deducted. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement. In the event that an Indemnified Party has any rights against a Third Party with respect to any occurrence, claim or Loss that results in a payment by an Indemnifying Party under this Article 10, such Indemnifying Party shall be subrogated to such rights to the extent of such payment; provided that until the Indemnified Party recovers full payment of the Loss, any and all claims of the Indemnifying Party against any such Third Party on account of said indemnity payment are hereby expressly made subordinate and subject in right of payment to the Indemnified Party's rights against such Third Party. Without limiting the generality or effect of any other provision hereof, each Indemnified Party and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the subrogation and subordination rights detailed herein, and otherwise cooperate in the prosecution of such claims.
- (b) In calculating the amount of any Loss, there shall be deducted an amount equal to any Tax benefit (including the utilization of a Tax loss or Tax credit resulting from such Loss that is carried forward) resulting from such Loss for the party claiming such Loss.
- (c) If an Indemnified Party recovers an amount from a Third Party in respect of a Loss that is the subject of indemnification hereunder after all or a portion of such Loss has been paid by an Indemnifying Party pursuant to this Article 10, the Indemnified Party shall promptly remit to the Indemnifying Party the amount, if any, by which (i) the sum of (A) the amount paid by the Indemnifying Party to such Indemnified Party in respect of such Loss plus (B) the amount received from the Third Party in respect thereof exceeds (ii) the full amount of the Indemnifying Party's portion of such Loss.
- (d) If any amount payable under Section 10.3 is subject to Tax, the payment shall be increased as may be necessary so that the relevant Indemnified Party will receive a

net amount (after deducting such Taxes) equal to the amount otherwise payable under Section 10.3.

10.10 Remedies; Exclusive Remedy.

Except in the case of common law actual fraud and as otherwise provided in Section 11.10, from and after the Closing: (a) the rights and remedies under this Article 10 are exclusive and in lieu of any and all other rights and remedies that the Husky Indemnified Parties may have against Buyer or the Buyer Indemnified Parties may have against Husky with respect to the breach of any representation or warranty or any failure to perform any covenant or agreement set forth in this Agreement; (b) the remedies expressly provided in this Agreement shall constitute the sole and exclusive basis for and means of recourse between the Parties with respect to the Transactions; and (c) each of Husky and Buyer, respectively, from and after the Closing, expressly waives any and all other rights, remedies and causes of action it or its Affiliates may have against the other Party, now or in the future under any Law (including any right on the part of any Party to rescind this Agreement, any of the other Transaction Documents or the Transactions) with respect to the breach of any representation or warranty or any failure to perform any covenant or agreement set forth in this Agreement.

10.11 Express Negligence.

Except as otherwise provided herein, the payment, defence, indemnification, hold harmless and release provisions, in each case, provided for in this Agreement shall be applicable whether or not the Losses in question arose or resulted solely or in part from the gross, sole, active, passive, concurrent or comparative negligence, strict liability or other fault or violation of Law of or by any Indemnified Party.

10.12 Tax Indemnification.

To the extent that Husky or Buyer may be liable for indemnification for any Taxes under both Section 9.3 and this Article 10, Husky or Buyer, as applicable, shall only be liable under Section 9.3.

10.13 Limitations Act.

An obligation under this Agreement to provide written notice of a claim within the applicable Survival Period and in a manner specified under this Agreement is intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter of this Agreement and is not an agreement to reduce any applicable limitation period within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

10.14 Exculpation of Financing Sources.

[REDACTED - Commercially sensitive information.]

**ARTICLE 11
MISCELLANEOUS**

11.1 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (return receipt requested) or (c) on the date sent by email if sent during normal business hours of the recipient or on the next Business Day if sent after normal business hours of the recipient. Such communications must be sent to Husky and Buyer, respectively, at the following addresses or e-mail addresses (or at such other address or e-mail address for such Party as shall be specified for such purpose in a notice given in accordance with this Section 11.1):

If to Husky:

[Address Redacted]

E-Mail: **[Redacted]**

Attn: **[Redacted]**

With a copy to:

E-Mail: **[Redacted]**

Attn: **[Redacted]**

With a copy (which shall not constitute notice) to:

[Address Redacted]

Email: **[Redacted]**

Attn: **[Redacted]**

If to Buyer:

[Address Redacted]

Email: [Redacted]

Attn: [Redacted]

With a copy (which shall not constitute notice) to:

[Address Redacted]

Email: [Redacted]

Attn: [Redacted]

11.2 Amendment; Waiver.

Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law except as otherwise specifically provided in Article 10.

11.3 Binding Effect; Assignment.

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign any of its rights or delegate any of its obligations under this Agreement (for the avoidance of doubt, no merger or sale of securities of Buyer or Husky or any entity that directly or indirectly controls any of Buyer or Husky shall constitute an assignment hereunder) without the prior written consent of the other Party and any attempted or purported assignment in violation of this Section 11.3 shall be null and void.

11.4 Third Party Beneficiaries.

Subject to the provisions of Article 10 (provided, however, any claim for indemnity hereunder on behalf of an Husky Indemnified Party or a Buyer Indemnified Party must be made and administered by a Party) and Section 11.3, this Agreement is solely for the benefit of (a) Husky and its successors and permitted assigns with respect to the obligations of Buyer under this Agreement and (b) Buyer and its successors and permitted assigns with respect to the obligations of Husky under this Agreement, and this Agreement shall not be deemed to confer upon or give to any other Third Party any remedy, claim, liability, reimbursement, cause of action or other right. Except as set forth in the immediately preceding sentence, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

11.5 No Merger.

There shall not be any merger of any of the covenants, representations, warranties and indemnities contained in this Agreement or in any of the Transaction Documents, at or after Closing, notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived. Each Party will have full right of substitution and subrogation in and to all covenants and warranties by Third Parties previously given or made in respect of the PGR Assets or any part thereof to the extent the provisions of the contracts or other arrangements with the Third Parties so permit.

11.6 Entire Agreement.

This Agreement (including all Schedules and Exhibits) and the other Transaction Documents contain the entire agreement between Husky and Buyer with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, except for the Confidentiality Agreement which shall remain in full and force effect until the Closing.

11.7 Fulfillment of Obligations.

Any obligation of any Party to the other Party under this Agreement or any of the other Transaction Documents that is performed, satisfied or fulfilled completely by an Affiliate of such Party shall be deemed to have been performed, satisfied or fulfilled by such Party. Each party to each of the Transaction Documents shall, and shall cause its Subsidiaries and Affiliates to, perform all actions, agreements and obligations set forth herein (including compliance with the representations and warranties set forth herein) or therein required to carry out the provisions of this Agreement and the other Transaction Documents and give effect to the transactions contemplated hereby and thereby.

11.8 Expenses.

Except as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions shall be borne by the Party incurring such costs and expenses.

11.9 Governing Law; Submission to Jurisdiction; Selection of Forum.

- (a) This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein.
- (b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Alberta and appropriate appellate courts therefrom for the resolution of any dispute, controversy or claim arising out of or relating to this Agreement (except to the extent of a dispute, controversy or claim submitted to the Independent Accountant pursuant to Section 2.8(e)), and each Party hereby irrevocably agrees that all claims in respect of such dispute, controversy or claim may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted

by applicable Laws, any objection that they may now or hereafter have to the laying of venue of any such dispute, controversy or claim brought in any such court or any defence of inconvenient forum for the maintenance of such dispute, controversy or claim. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

11.10 Specific Performance.

Each of the Parties acknowledges that its obligations hereunder are unique and that remedies at law, including monetary damages, will be inadequate in the event it should default in the performance of its obligations under this Agreement. Accordingly, in the event of any non-performance, breach or threatened breach of any agreement, representation, warranty or covenant set forth in this Agreement by the other Party, a Party shall be entitled to equitable relief, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to order the defaulting Party to affirmatively carry out its obligations under this Agreement, and each of the Parties hereby waives any defence to the effect that a remedy at law would be an adequate remedy for such breach. Such equitable relief shall be in addition to any other remedy to which each of the Parties is entitled at law or in equity as a remedy for such non-performance, breach or threatened breach. Each of the Parties hereby waives any requirements for the securing or posting of any bond with such equitable remedy. The foregoing shall not be deemed to be or construed as a waiver or election of remedies by either of the Parties, each of which expressly reserves any and all rights and remedies available to it at law or in equity in the event of any breach or default by the other Party under this Agreement prior to the Closing.

11.11 Disclosure Schedules.

- (a) The sections or subsections of each of the Husky Disclosure Schedule and the Buyer Disclosure Schedule (each, a “**Disclosure Schedule**”) are arranged in sections corresponding to the numbered and lettered sections and subsections of this Agreement. Headings inserted in the sections or subsections of a Disclosure Schedule are for convenience of reference only and shall to no extent have the effect of amending or changing the express terms of the sections or subsections as set forth in this Agreement.
- (b) The disclosure of any matter in any section or subsection of a Disclosure Schedule shall be deemed to be a disclosure under such Disclosure Schedule for all purposes of this Agreement to which such matter would be reasonably apparent on its face to be pertinent. To the extent cross-references are set forth in any section or subsection of a Disclosure Schedule, such cross-references are intended solely for convenience and are by no means intended as a statement of limitation as to where disclosure is relevant or appropriate.
- (c) Matters disclosed in any section or subsection of a Disclosure Schedule are not necessarily limited to matters that are required by this Agreement to be disclosed therein. Such additional matters are set forth for informational purposes only and

do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by this Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of this Agreement or the scope of the disclosure obligations hereunder.

- (d) The reference to any Contract or other documents in any section or subsection of any of a Disclosure Schedule shall be deemed to incorporate by reference, for all purposes set forth in this Section 11.11 and the remainder of this Agreement, all terms and conditions of, and schedules and annexes to, such Contract or other document to the extent such Contract or other document is specifically identified in a Disclosure Schedule and made available, prior to the date of this Agreement, to Buyer and its Representatives or Husky and its Representatives, as applicable.

11.12 Further Assurances.

Each of the Parties shall execute and deliver, or shall cause to be executed and delivered, such documents and other instruments and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the Transactions.

11.13 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.14 Severability.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Purchase and Sale Agreement has been duly executed by each Party set forth below as of the date first written above.

HUSKY:

HUSKY OIL OPERATIONS LIMITED

By: (Signed)
Name: *Authorized Signatory*
Title:

By: (Signed)
Name: *Authorized Signatory*
Title:

BUYER:

**TIDEWATER MIDSTREAM AND
INFRASTRUCTURE LTD.**

By: (Signed)
Name: *Authorized Signatory*
Title:

By: _____
Name:
Title:

[Signature Page]

EXHIBIT A
General Conveyance

EXHIBIT A

Form of

GENERAL CONVEYANCE

THIS AGREEMENT made this ___ day of _____, 2019

BETWEEN:

HUSKY DOWNSTREAM GENERAL PARTNERSHIP, a general partnership formed under the laws of Alberta (herein referred to as "**Vendor**")

- and -

TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD., a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Buyer**")

WHEREAS Vendor is the beneficial owner of the PGR Assets;

AND WHEREAS Husky Oil Operations Limited ("**HOOL**") is the managing partner of HDGP and, where applicable, holds bare legal title to the PGR Assets;

AND WHEREAS pursuant to the Purchase and Sale Agreement dated ■, 2019 between HOOL and Buyer (the "**Purchase and Sale Agreement**"): (i) HOOL agreed that it would, or would cause Vendor to, sell and convey the PGR Assets to Buyer; and (ii) Buyer has agreed to purchase and receive the PGR Assets from Vendor.

NOW THEREFORE for the consideration provided in the Purchase and Sale Agreement to Vendor, and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the parties hereto covenant and agree as follows:

1. **Definitions**

In this General Conveyance, including the recitals hereto, the definitions provided for in the Purchase and Sale Agreement are incorporated herein by reference.

2. **Conveyance**

Vendor hereby sells, assigns, transfers, conveys and sets over to Buyer, and Buyer hereby purchases from Vendor, the entire right, title, estate and interest of Vendor in and to the PGR Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom, subject to the terms of the Purchase and Sale Agreement.

3. **No Merger**

The covenants, representations, warranties and indemnities contained in the Purchase and Sale Agreement are incorporated herein as fully and effectively as if they were set out in this General

Conveyance and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Purchase and Sale Agreement by virtue of the execution and delivery of this General Conveyance, any rule of law, equity or statute to the contrary notwithstanding.

4. Subordinate Document

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase and Sale Agreement and this General Conveyance shall at all times be read subject to all terms and conditions of the Purchase and Sale Agreement. The provisions of the Purchase and Sale Agreement shall prevail in the event of a conflict between the provisions of the Purchase and Sale Agreement and the provisions of this General Conveyance.

5. Enurement

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective trustees, receivers, receiver-managers, successors and assigns.

6. Governing Law

This General Conveyance shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. Each of Vendor and Buyer irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom in respect of all matters arising out of or in connection with this General Conveyance.

7. Counterpart

This General Conveyance may be executed in as many counterparts as are necessary and all executed counterparts together shall constitute one agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this General Conveyance has been duly executed by each Party set forth below as of the date first written above.

HUSKY DOWNSTREAM GENERAL PARTNERSHIP, by its managing partner, HUSKY OIL OPERATIONS LIMITED

By: _____

Name:

Title:

TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.

By: _____

Name:

Title:

[Signature Page to General Conveyance]

EXHIBIT B

Transition Services Agreement

[REDACTED - Commercially sensitive information.]

EXHIBIT C

Deposit Escrow Agreement

[REDACTED - Commercially sensitive information.]

EXHIBIT D

Product Sales Agreement

[REDACTED - Commercially sensitive information.]

Schedule A
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

PGR Assets

[REDACTED - Commercially sensitive information.]

Schedule B
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

Excluded Assets

[REDACTED - Commercially sensitive information.]

Schedule C
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

Agreed Adjustment Principles

[REDACTED - Commercially sensitive information.]

Schedule D
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

Base Purchase Price Allocation

[REDACTED - Commercially sensitive information.]

Schedule E
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

Allocation of PST

[REDACTED - Commercially sensitive information.]

Schedule F
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

Contingency Payments

[REDACTED - Commercially sensitive information.]

Schedule G
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

[REDACTED - Commercially sensitive information.]

Schedule H
to that certain Purchase and Sale Agreement
between Tidewater Midstream and Infrastructure Ltd. and Husky Oil Operations Limited

Transition Services

[REDACTED - Commercially sensitive information.]