

SECOND AMENDING AGREEMENT

THIS AGREEMENT is made as of May 30, 2018

BETWEEN:

INPLAY OIL CORP., a corporation subsisting under the laws of the Province of Alberta (hereinafter referred to as the "**Borrower**"),

OF THE FIRST PART,

- and -

ATB FINANCIAL (formerly **ALBERTA TREASURY BRANCHES**) (hereinafter referred to as the "**Lender**"),

OF THE SECOND PART,

- and -

ATB FINANCIAL (formerly **ALBERTA TREASURY BRANCHES**), as agent of the Lender (hereinafter, in such capacity, referred to as the "**Agent**"),

OF THE THIRD PART.

WHEREAS, the Borrower, Canadian Imperial Bank of Commerce and ATB Financial were originally parties to the Credit Agreement;

AND WHEREAS, pursuant to the Assignment Agreement, Canadian Imperial Bank of Commerce resigned as Agent under the Credit Agreement and ATB Financial succeeded Canadian Imperial Bank of Commerce in such capacity and assumed, *inter alia*, all of Canadian Imperial Bank of Commerce's Loans and Commitments thereunder;

AND WHEREAS the parties hereto have agreed to amend and supplement certain provisions of the Credit Agreement as hereinafter set forth;

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

1. Interpretation

1.1. In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time.

"**Amended Credit Agreement**" means the Credit Agreement as amended by this Agreement.

"**Assignment Agreement**" means the assignment agreement made as of January 26, 2018 between Canadian Imperial Bank of Commerce, as assignor, ATB Financial, as assignee, and the Borrower, as borrower.

"**Credit Agreement**" means the credit agreement made as of November 7, 2016 originally between the Borrower, as borrower, Canadian Imperial Bank of Commerce and ATB Financial, as lenders, and Canadian Imperial Bank of Commerce, as agent, as amended by a first amending agreement made as of June 14, 2017.

"**Fee Letter**" means the fee letter from the Lender dated May 8, 2018 and accepted by the Borrower on May 18, 2018.

1.2. Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Amended Credit Agreement.

1.3. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2. Amendments and Supplements

2.1. ***New Schedule A, Revised List of Lenders and Commitments.*** Schedule A to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto, *inter alia*, to provide that the Syndicated Facility Commitment and the Operating Facility Commitment of the Lender shall be the amount set forth opposite its name on such new Schedule A.

2.2. ***New Schedule H-5, Revised Material Subsidiary Guarantee.*** Schedule H-5 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule B attached hereto.

2.3. **Extension of Term Out Dates.** The parties hereto hereby confirm and agree that each of the Operating Facility Term Out Date and the Syndicated Facility Term Out Date is hereby extended from May 30, 2018 to May 31, 2019.

2.4. **Changes in Pricing.** The definition of "Applicable Pricing Rate" contained in Section 1.1 of the Credit Agreement is hereby amended to delete the table contained therein in its entirety and to substitute the following table therefor:

Level	Debt to EBITDA Ratio	Margin on Canadian Prime Rate Loans and U.S. Base Rate Loans	Margin on Libor Loans, Acceptance Fees for Bankers' Acceptances and Issuance Fees for Letters of Credit under the Operating Facility	Standby Fee on each Credit Facility
I	less than or equal to 0.50	[redacted]	[redacted]	[redacted]
II	greater than 0.50:1.0 and less than or equal to 1.0:1.0	[redacted]	[redacted]	[redacted]
III	greater than 1.0:1.0 and less than or equal to 1.5:1.0	[redacted]	[redacted]	[redacted]
IV	greater than 1.5:1.0 and less than or equal to 2.0:1.0	[redacted]	[redacted]	[redacted]
V	greater than 2.0:1.0 and less than or equal to 2.5:1.0	[redacted]	[redacted]	[redacted]
VI	greater than 2.5:1.0 and less than or equal to 3.0:1.0	[redacted]	[redacted]	[redacted]
VII	greater than 3.0:1.0	[redacted]	[redacted]	[redacted]

It is acknowledged that as of the date hereof, the pricing in level IV applies until the next determination of the Applicable Margin in accordance with the Amended Credit Agreement. The above pricing will apply to all outstanding Loans as of the date hereof.

2.5. **Changes to Adjustments for Margin Changes.** Section 8.7 of the Credit Agreement is hereby amended by deleting the existing subparagraph (1) in its entirety and replacing it as follows:

- "(1) Changes in Applicable Pricing Rate shall be effective:
- (a) from and as of the day the Borrower delivers a Compliance Certificate pursuant hereto evidencing a change in the Debt to EBITDA Ratio which results in a change in the Applicable Pricing Rate in accordance with the provisions of such definition; and
 - (b) without the necessity of notice to the Borrower,

provided that, notwithstanding the foregoing provisions of this Section 8.7, if the Borrower has failed to deliver a Compliance Certificate for the immediately preceding fiscal quarter in accordance with the provisions hereof, then the Debt to EBITDA Ratio shall be deemed to be greater than the highest rate set forth in the table contained in the definition of "Applicable Pricing Rate" for the purposes of determining the Applicable Pricing Rate until the Borrower has remedied such failure and delivered such Compliance Certificate. With respect to Bankers' Acceptances, if during the term of any Bankers' Acceptance a change in the Applicable Pricing Rate results in a change in the acceptance fee of such Bankers' Acceptance, the fees paid by the Borrower in respect of such Bankers' Acceptance shall be adjusted, effective upon the change of such acceptance fee occurring, to reflect the acceptance fee set in Canadian Dollars equal to the Applicable Rate calculated on the principal amount at maturity of such Bankers' Acceptance for the remaining term (if any) of the Bankers' Acceptance, and the Borrower, in the case of an increase in such acceptance fee, shall no later than three Banking Days after receipt of a notice from the Agent make such payments to the Agent for the account of each applicable Lender as are necessary to reflect such change, and each applicable Lender, in the case of a decrease in the such acceptance fee, shall credit any amount which would otherwise be refundable to the Borrower against amounts in respect of interest or fees accruing hereunder in relation to the Borrower.

2.6. **Confirmation of Borrowing Base.** In respect of the annual Engineering Report effective as of December 31, 2017 delivered to the Agent pursuant to Section 10.1(e)(vii) of the Credit Agreement, the Lender has, pursuant to Section 2.24(2) of the Credit Agreement, determined the Borrowing Base to be Cdn.\$75,000,000.

2.7. **New Interest Act (Canada) Provisions.**

- (a) Section 5.4 of the Credit Agreement is hereby amended to add the following new Sections 5.4(3) and 5.4(4) thereto:

"(3) THE BORROWER ACKNOWLEDGES AND CONFIRMS THAT: (A) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ARTICLE 5 HEREOF AND THE CONSTITUENT DEFINITIONS HEREIN AND UNDER THE OTHER DOCUMENTS RELATING TO INTEREST AND OTHER AMOUNTS PAYABLE HEREUNDER AND THEREUNDER, SATISFIES THE REQUIREMENTS OF SECTION 4 OF THE INTEREST ACT (CANADA) TO THE EXTENT THAT SECTION 4 OF THE INTEREST ACT (CANADA) APPLIES TO THE EXPRESSION, STATEMENT OR CALCULATION OF ANY RATE OF INTEREST OR OTHER RATE PER ANNUM HEREUNDER OR UNDER ANY OTHER DOCUMENT; AND (B) THE BORROWER AND ITS SUBSIDIARIES ARE EACH ABLE TO CALCULATE THE YEARLY RATE OR PERCENTAGE OF INTEREST PAYABLE UNDER ANY DOCUMENT BASED ON THE METHODOLOGY SET OUT HEREIN AND UNDER THE OTHER DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THIS ARTICLE 5 AND THE CONSTITUENT DEFINITIONS HEREIN AND UNDER THE

OTHER DOCUMENTS RELATING TO INTEREST AND OTHER AMOUNTS PAYABLE HEREUNDER AND THEREUNDER.

(4) THE BORROWER HEREBY IRREVOCABLY AGREES NOT TO, AND AGREES TO CAUSE EACH OF ITS SUBSIDIARIES NOT TO, PLEAD OR ASSERT, WHETHER BY WAY OF DEFENCE OR OTHERWISE, IN ANY PROCEEDING RELATING TO THE DOCUMENTS, THAT THE INTEREST PAYABLE UNDER THE DOCUMENTS AND THE CALCULATION THEREOF HAS NOT BEEN ADEQUATELY DISCLOSED TO THE BORROWER OR ANY OF ITS SUBSIDIARIES, WHETHER PURSUANT TO SECTION 4 OF THE *INTEREST ACT* (CANADA) OR ANY OTHER APPLICABLE LAW OR LEGAL PRINCIPLE."

- (b) Section 9.1 of the Credit Agreement is hereby amended by adding the following new subparagraph (u) immediately following the existing subparagraph (t) thereof, as follows:

"(u) *Interest Act (Canada)*

- (i) This Agreement, including, without limitation, Article 5 hereof and the constituent definitions herein and under the other Documents relating to interest and other amounts payable hereunder and thereunder, satisfies the requirements of section 4 of the *Interest Act* (Canada) to the extent that section 4 of the *Interest Act* (Canada) applies to the expression, statement or calculation of any rate of interest or other rate per annum hereunder or under any other Document.
- (ii) The Borrower and its Subsidiaries are each able to calculate the yearly rate or percentage of interest payable under any Document based on the methodology set out herein and under the other Documents, including, without limitation, Article 5 hereof and the constituent definitions herein and under the other Documents relating to interest and other amounts payable hereunder and thereunder."

- (c) Section 14.2 of the Credit Agreement is hereby amended by (i) renumbering existing subparagraphs (j) and (k) thereof as new subparagraphs (l) and (m) thereof, respectively, and (ii) inserting the following new subparagraphs (j) and (k) immediately following existing subparagraph (i) thereof, as follows:

"(j) without limiting the foregoing, any inaccuracy or incompleteness of the Borrower's representations and warranties contained in Section 9.1(u) hereof;

- (k) any failure of the Borrower to observe or fulfil its obligations under Section 5.4(4) hereof;".

3. Fees

3.1. ***Extension Fee.*** The Borrower hereby agrees to pay to the Agent, for the Lender, the fees set forth in the Fee Letter.

4. Representations and Warranties

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

(a) *Capacity, Power and Authority*

- (i) It is duly amalgamated and is validly subsisting under the laws of its jurisdiction of amalgamation and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted and to own its property.
- (ii) It has the requisite corporate capacity, power and authority to execute and deliver this Agreement.

(b) *Authorization; Enforceability*

It has taken or caused to be taken all necessary action to authorize, and has duly executed and delivered, this Agreement, and this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, winding up, insolvency, moratorium or other laws of general application affecting the enforcement of creditors' rights generally and to the equitable and statutory powers of the courts having jurisdiction with respect thereto.

(c) *Compliance with Other Instruments*

The execution, delivery and performance by the Borrower of this Agreement and the consummation of the transactions contemplated herein do not:

- (i) conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of:
 - (A) its articles, by-laws or other constating documents or any unanimous shareholder agreement relating to the Borrower;
 - (B) any law, regulation, judgment, decree or order binding on or applicable to the Borrower or to which its property is subject; or

- (C) any other indenture, agreement, undertaking, lease, licence, permit or other instrument to which the Borrower or any of its Subsidiaries is a party or is otherwise bound or by which any of them benefits or to which any of their property is subject; or
- (ii) require the consent or approval of any Governmental Authority or any other party.
- (d) ***Credit Agreement Representations and Warranties***

Each of the representations and warranties of the Borrower set forth in Section 9.1 of the Credit Agreement is true and accurate in all respects as of the date hereof, other than any representations and warranties which expressly speak of an earlier date.

- (e) ***No Default***

No Default or Event of Default has occurred or is continuing or shall result from or exist immediately after the coming into effect of the amendments and supplements to the Credit Agreement contemplated hereby.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement and the making of each Drawdown, notwithstanding any investigations or examinations which may be made by or on behalf of the Agent, the Lender or Lenders' Counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

5. Conditions Precedent

The amendments and supplements to the Credit Agreement contained herein shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

- (a) The Agent shall have received the following items, each in form and substance satisfactory to the Agent, acting reasonably:
 - (i) the fees required to be paid pursuant to Section 3 hereof;
 - (ii) the Agent shall be provided with satisfactory evidence that the Borrower's licensee liability rating in Alberta is not less than 2.0:1.0; and
 - (iii) a legal opinion of Borrower's counsel in form and substance satisfactory to the Agent and the Lenders' Counsel;
- (b) the Borrower shall have delivered or caused to be delivered to the Agent the following items, each in form and substance satisfactory to the Agent, acting reasonably:
 - (i) a fully executed copy of this Agreement;

- (ii) an Officer's Certificate of the Borrower in respect of general corporate matters attaching thereto, certified copies of its constating documents, bylaws and other governing documents (or a certification that there have been no changes thereto since the applicable date of a prior officer's certificate of the Borrower certifying the same to the Agent (or to Canadian Imperial Bank of Commerce, as predecessor to the Agent)), resolutions of the board of directors of the Borrower authorizing this Agreement and the transactions hereunder, and an incumbency certificate;
 - (iii) an Officer's Certificate of the Borrower as to title to its petroleum and natural gas reserves (including, for certainty, a land schedule);
 - (iv) an Environmental Certificate;
 - (v) a certificate of status in respect of the Borrower issued by the Registrar of Corporations for the Province of Alberta; and
 - (vi) such other documents as the Lender may reasonably request;
- (c) no Default or Event of Default shall have occurred and be continuing or shall result from or exist immediately after the coming into effect of the amendments and supplements to the Credit Agreement contemplated hereby; and
 - (d) each of the representations and warranties set forth in Section 9.1 of the Credit Agreement are true and correct in all respects.

The foregoing conditions precedent are inserted for the sole benefit of the Lender and the Agent and may be waived in writing by the Lender, in whole or in part (with or without terms and conditions).

6. Confirmation of Credit Agreement and other Documents

The Credit Agreement and the other Documents to which the Borrower is a party and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect and the Amended Credit Agreement and each of the other Documents to which the Borrower is a party is hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the date hereof upon satisfaction of the conditions precedent set forth in Section 5 hereof.

7. Further Assurances

The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement.

8. Enurement

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

9. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Such executed counterparts may be delivered by facsimile or other electronic transmission and, when so delivered, shall constitute a binding agreement of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BORROWER:

INPLAY OIL CORP.

By: "Signed"
Name:
Title:

By: "Signed"
Name:
Title:

LENDERS:

ATB FINANCIAL

By: *"Signed"*

Name:

Title:

By: *"Signed"*

Name:

Title:

AGENT:

ATB FINANCIAL,
in its capacity as the Agent

By: *"Signed"*

Name:
Title:

By: *"Signed"*

Name:
Title:

**SCHEDULE A
TO THE SECOND AMENDING AGREEMENT**

SCHEDULE A

LENDERS AND COMMITMENTS

Lender	Operating Facility Commitment	Syndicated Facility Commitment
ATB Financial	Cdn.\$10,000,000	Cdn.\$65,000,000
Total	Cdn.\$10,000,000	Cdn.\$65,000,000

**SCHEDULE B
TO THE SECOND AMENDING AGREEMENT**

(see attached)

SCHEDULE H-5

[•] [INSERT NAME OF RELEVANT MATERIAL SUBSIDIARY]

GUARANTEE

MADE AS OF [•], 20[•]

TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATION	1
1.1 Definitions.....	1
1.2 Headings	3
1.3 Number; persons; including.....	3
1.4 <i>Interest Act</i> (Canada)	3
1.5 Nominal Rates.....	3
1.6 [References to Guarantor].....	3
ARTICLE 2 - GUARANTEE.....	4
2.1 Guarantee of Obligations	4
2.2 Indemnity	4
2.3 Guarantor as Principal Obligor	4
2.4 Guarantee Absolute and Unconditional	4
2.5 Keepwell	7
ARTICLE 3 - DEALINGS WITH THE BORROWER, THE SUBSIDIARIES AND OTHERS .	7
3.1 No Release	7
3.2 No Exhaustion of Remedies.....	8
3.3 Evidence of Obligations.....	8
3.4 No Set-off.....	8
ARTICLE 4 - CONTINUING GUARANTEE.....	9
4.1 Continuing Guarantee	9
4.2 Revival of Indebtedness	9
ARTICLE 5 - DEMAND FOR PAYMENT, EXPENSES AND INTEREST	9
5.1 Demand for Payment	9
5.2 Stay of Acceleration.....	9
5.3 Expenses	10
5.4 Interest.....	10
ARTICLE 6 - SUBROGATION.....	10
6.1 Subrogation	10
ARTICLE 7 - REPRESENTATIONS AND WARRANTIES; COVENANTS	10
7.1 Representations and Warranties.....	10
7.2 Effective Time of Repetition	12
7.3 Nature of Representations and Warranties	12
7.4 Covenants Contained in the Credit Agreement and Other Documents	12

ARTICLE 8 - POSTPONEMENT	12
8.1 Postponement	12
ARTICLE 9 - GENERAL	13
9.1 Waiver of Notices	13
9.2 Benefit of the Guarantee	13
9.3 Foreign Currency Obligations	13
9.4 Taxes and Set-off by Guarantor	13
9.5 No Waiver; Remedies	14
9.6 Severability	14
9.7 Amendments and Waivers	14
9.8 Additional Security	14
9.9 Notices	14
9.10 Assignment	15
9.11 Time of Essence	15
9.12 Financial Condition of the Borrower and the Subsidiaries	15
9.13 Acknowledgement of Documentation	16
9.14 Entire Agreement	16
9.15 Governing Law	16
9.16 Attornment	16

[●] [INSERT NAME OF RELEVANT MATERIAL SUBSIDIARY]

GUARANTEE

THIS GUARANTEE is made as of [●], 20[●]

WHEREAS the Guarantor is a Subsidiary of the Borrower;

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instruments and the Cash Management Documents;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn.\$10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1- INTERPRETATION

1.1 Definitions

- (a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Beneficiaries" means, collectively, the Lenders, the Hedging Affiliates, the Cash Manager and the Agent, and **"Beneficiary"** means any of the Lenders, the Hedging Affiliates, the Cash Manager or the Agent.

"Beneficiaries' Counsel" means [redacted] or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

"Borrower" means InPlay Oil Corp. and its successors.

"Commodity Exchange Act" means the *Commodity Exchange Act* (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Credit Agreement" means the credit agreement made as of November 7, 2016, between the Borrower, as borrower, Canadian Imperial Bank of Commerce and such other persons as become parties thereto, as lenders, and Canadian Imperial Bank of Commerce as agent of such lenders, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

"Default Rate" means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans plus [redacted] per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans plus [redacted] per annum.

"Documents" means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments and any and all Cash Management Documents.

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

"Guarantee" means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"Guarantor" means [●] [INSERT NAME OF RELEVANT MATERIAL SUBSIDIARY] and its successors.

"Obligations" means, collectively and at any time and from time to time (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents (other than this Guarantee) and including all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Borrower under the Credit Agreement and such other Documents, (ii) all Lender Financial Instrument Obligations of or owing by the Borrower and its Subsidiaries (other than the Guarantor) to any and all Lenders and Hedging Affiliates (other than any Excluded Swap Obligations), and (iii) all Cash Management Obligations of or owing by the Borrower and its Subsidiaries (other than the Guarantor) to the Cash Manager, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

"Qualified Keepwell Provider" means, in respect of any Swap Obligation, the Borrower and each Material Subsidiary that, at the time the relevant guarantee (or grant of the relevant security interest, as applicable) becomes effective with respect to such Swap Obligation, has total assets exceeding U.S.\$10,000,000 or otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" with respect to such Swap Obligation at such time by entering into a keepwell or guarantee pursuant to Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

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

- (b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement. For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings

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

1.3 Number; persons; including

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

1.4 *Interest Act (Canada)*

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

1.5 Nominal Rates

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

1.6 [References to Guarantor]

[All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the

"Guarantor" shall, as the context requires, be and shall be construed as being by the partners of [●] on behalf of and in respect of such partnership.] [Note: Insert Section 1.6, with appropriate conforming changes, for a guarantee by a general partnership; insert similar provisions, with additional conforming changes, for a guarantee by a limited partnership, trust or other unincorporated entity.]

ARTICLE 2- GUARANTEE

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Borrower or any Subsidiary, as applicable, and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of the Borrower or such Subsidiary to pay and perform such Obligations. **[In addition to and without limiting the foregoing, each partner of the Guarantor hereby agrees, on a joint and several basis, to indemnify and hold harmless each of the Beneficiaries, forthwith after demand as provided herein, from and against all losses resulting from the failure of the Borrower or any Subsidiary, as applicable, to pay and perform any or all of the Obligations, it being the express intention of the partners of the Guarantor that each of the partners of the Guarantor shall be jointly and severally liable for the Obligations.] [Note: Insert the foregoing square-bracketed wording in Section 2.2 for any guarantee by a general partnership which includes the Borrower as a partner.]**

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the Borrower or any Subsidiary, as applicable, and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefor as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by:

- (a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the

Obligations, covenants or undertakings of the Borrower and its Subsidiaries under the Documents other than, in each case, as a result of the permanent and indefeasible repayment or extinguishment in full of the Obligations;

- (b) any modification or amendment of or supplement to the Obligations;
- (c) any loss of or in respect of any security held by or on behalf of the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;
- (d) any change in the existence, structure, constitution, name, control or ownership of the Borrower, any Subsidiary or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, any Subsidiary or any other person or their respective assets;
- (e) the existence of any set-off, counterclaim, claim or other right which the Guarantor, the Borrower or any Subsidiary may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee, any other Document or any unrelated transaction;
- (f) any provision of applicable law purporting to prohibit or limit the payment by the Borrower or any Subsidiary, as applicable, of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;
- (g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary or any other person on behalf of a Beneficiary to payment of the Obligations;
- (h) any release, substitution or addition of any other guarantor of the Obligations;
- (i) any defence arising by reason of any failure of any Beneficiary or any other person on a Beneficiary's behalf to make any presentment, demand, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;
- (j) any defence arising by reason of any failure of a Beneficiary or any other person on behalf of a Beneficiary to proceed against the Borrower, any Subsidiary or any other person, or to apply or exhaust any security held from the Borrower, any Subsidiary or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries or any other person on behalf of the Beneficiaries;
- (k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of the Borrower, any Subsidiary or any other person, or by reason of any limitation,

postponement or prohibition on a Beneficiary's or other person on behalf of a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of the Borrower, any Subsidiary or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of the Borrower, any Subsidiary or any other person or of all or any part of the Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

- (l) any defence arising by reason of the failure by a Beneficiary or any other person on behalf of a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of the Borrower, any Subsidiary or any other person, or by reason of any interest of the Beneficiaries or any other person on behalf of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;
- (m) any defence arising by reason of the failure of the Beneficiaries or any other person on behalf of the Beneficiaries to marshal assets;
- (n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries or any other person on behalf of the Beneficiaries to give to the Borrower, any Subsidiary or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;
- (o) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against the Borrower, any Subsidiary or any other person, including any discharge or bar against collection of any of the Obligations; **[or]**
- (p) **[the fact that the Borrower or any Subsidiary, as applicable, has a general partnership interest in the Guarantor;] or [Note: Insert subparagraph (p) if applicable.]**
- (q) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Borrower, any Subsidiary, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the

Beneficiaries or any other person on behalf of the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Borrower or any Subsidiary for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor.

2.5 Keepwell

To the extent that the Guarantor is a Qualified Keepwell Provider, the Guarantor jointly and severally with each other Qualified Keepwell Provider, absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by the Borrower and each Material Subsidiary (other than the Guarantor) to honor all of its obligations under the guarantees they have provided in favour of the Agent and the other Beneficiaries in respect of any Lender Financial Instrument Obligation which is a Swap Obligation (provided, however, that the Guarantor shall only be liable under this Section 2.5 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 2.5, or otherwise under this Guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section 2.5 shall remain in full force and effect until all Obligations have been paid in full. The Guarantor intends that this Section 2.5 constitute, and this Section 2.5 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of the Borrower and each Material Subsidiary (other than the Guarantor) for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 3 - DEALINGS WITH THE BORROWER, THE SUBSIDIARIES AND OTHERS

3.1 No Release

The Beneficiaries, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder, may:

- (a) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower, any Subsidiary or any other guarantor or endorser;
- (b) take or abstain from taking security or collateral from the Borrower, any Subsidiary or any other guarantor or endorser or from perfecting security or collateral of the Borrower, any Subsidiary or any other guarantor or endorser;
- (c) accept compromises from the Borrower, any Subsidiary or any other guarantor or endorser;
- (d) subject to the Credit Agreement and the other Documents, apply all money at any time received from the Borrower or any Subsidiary or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or
- (e) otherwise deal with the Borrower, any Subsidiary and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against the Borrower, any Subsidiary or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the Borrower or any Subsidiary, as applicable, shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that any of the Borrower, any Subsidiary or the Guarantor may have against one or more of the Beneficiaries.

3.5 *Interest Act (Canada)*

- (a) Whenever a rate of interest hereunder is calculated on the basis of a year (the "deemed year") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.
- (b) **THE GUARANTOR ACKNOWLEDGES AND CONFIRMS THAT: (A) THE CREDIT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ARTICLE 5 THEREOF AND THE CONSTITUENT DEFINITIONS THEREIN AND UNDER THIS GUARANTEE AND THE OTHER DOCUMENTS RELATING TO INTEREST AND OTHER AMOUNTS PAYABLE HEREUNDER AND THEREUNDER, SATISFIES THE REQUIREMENTS OF SECTION 4 OF THE *INTEREST ACT* (CANADA) TO THE EXTENT THAT SUCH SECTION 4 OF THE *INTEREST ACT* (CANADA) APPLIES TO THE EXPRESSION, STATEMENT OR CALCULATION OF ANY RATE OF INTEREST OR OTHER RATE PER ANNUM HEREUNDER OR UNDER ANY OTHER DOCUMENT; AND (B) THE GUARANTOR IS ABLE TO CALCULATE THE YEARLY RATE OR PERCENTAGE OF INTEREST PAYABLE UNDER ANY DOCUMENT BASED ON THE METHODOLOGY SET OUT HEREIN AND UNDER THE OTHER DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ARTICLE 5 OF THE CREDIT AGREEMENT AND THE CONSTITUENT DEFINITIONS THEREIN AND UNDER THIS GUARANTEE AND THE OTHER DOCUMENTS RELATING TO INTEREST AND OTHER AMOUNTS PAYABLE HEREUNDER AND THEREUNDER.**
- (c) **THE GUARANTOR HEREBY IRREVOCABLY AGREES NOT TO PLEAD OR ASSERT, WHETHER BY WAY OF DEFENCE OR OTHERWISE, IN ANY**

PROCEEDING RELATING TO THE DOCUMENTS, THAT THE INTEREST PAYABLE UNDER THE DOCUMENTS AND THE CALCULATION THEREOF HAS NOT BEEN ADEQUATELY DISCLOSED TO THE BORROWER, ANY SUBSIDIARY OR THE GUARANTOR, WHETHER PURSUANT TO SECTION 4 OF THE *INTEREST ACT* (CANADA), OR ANY OTHER APPLICABLE LAW OR LEGAL PRINCIPLE.

ARTICLE 4 - CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Borrower or any Subsidiary, as applicable), all as though such payment had not been made.

4.2 Revival of Indebtedness

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Borrower or any Subsidiary, as applicable), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5 - DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time during the continuance of an Event of Default and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by the Borrower or any Subsidiary, as applicable, in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of the Borrower or such Subsidiary or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses, including all reasonable legal fees (on a solicitor and his own client basis) and other expenses incurred by the Beneficiaries from time to time in the enforcement, realization and collection of or in respect of this Guarantee. All such amounts shall be payable by the Guarantor on demand by the Beneficiaries.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6 - SUBROGATION

6.1 Subrogation

- (a) Until all Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against the Borrower or any Subsidiary, as applicable, in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.
- (b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

(a) Status and Authority

It is a [corporation duly incorporated and] OR [INSERT OTHER APPROPRIATE DESCRIPTION, AS APPLICABLE] existing under the laws of [●] and has all authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

(b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's authority, capacity and power, (ii) has been duly authorized by all necessary [corporate] OR [INSERT OTHER APPROPRIATE DESCRIPTION, AS APPLICABLE] and other action, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under any provision of applicable law, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Subsidiaries (other than pursuant to the Security).

(c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(d) Interest Act (Canada) Representations and Warranties

(i) This Guarantee, including Section 3.5 hereof, the Credit Agreement, including, without limitation, Article 5 thereof, and the constituent definitions herein and under the other Documents relating to interest and other amounts payable hereunder and thereunder, satisfies the requirements of section 4 of the *Interest Act (Canada)* to the extent that such section 4 of the *Interest Act (Canada)* applies to the expression, statement or calculation of any rate of interest or other rate per annum hereunder or under any other Document.

(ii) The Guarantor is able to calculate the yearly rate or percentage of interest payable under any Document based on the methodology set out herein and under the other Documents, including Section 3.5 hereof, Article 5 of the Credit Agreement and the constituent definitions herein and under the other Documents relating to interest and other amounts payable hereunder and thereunder.

7.2 Effective Time of Repetition

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

7.3 Nature of Representations and Warranties

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

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrower and its Subsidiaries contained in the Credit Agreement or other Documents that the Borrower or such other Subsidiary agrees that the Guarantor (as a Material Subsidiary or otherwise) shall observe, perform and comply with.

ARTICLE 8 - POSTPONEMENT

8.1 Postponement

Upon the occurrence and during the continuance of an Event of Default, all debts, liabilities and obligations, present and future of the Borrower or any Subsidiary, as applicable, to or in favour of the Guarantor shall be and are hereby postponed and subordinated to the prior payment and performance in full of the Obligations. All money received by the Guarantor in respect of such debts, liabilities and obligations during the continuance of an Event of Default shall be received and held in trust for the benefit of the Beneficiaries and upon demand hereunder shall be forthwith paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability and obligations of the Guarantor hereunder and this postponement is independent of the Guarantee and shall remain in full force and effect until payment and performance in full of the Obligations and all obligations of the Guarantor under this Guarantee.

ARTICLE 9 - GENERAL

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, demand of payment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the "**original currency**") in which the Borrower or any Subsidiary, as applicable, is required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the "**other currency**") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- (b) forthwith pay to the Beneficiaries such additional amount so that the net amount received by the Beneficiaries will equal the full amount which would have been received by it had no such deduction or withholding been made;

- (c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and
- (d) furnish to the Beneficiaries promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Beneficiaries or any person on behalf of the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

Any demand, notice or other communication (hereinafter in this Section referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery, facsimile or by registered mail addressed to the recipient as follows:

To the Agent on behalf of the Beneficiaries as follows:

Canadian Imperial Bank of Commerce, as Agent

Wholesale Banking Operations, Credit Processing Services
5th Floor, Atrium on Bay, 595 Bay Street
Toronto, Ontario M5G 2C2

Attention: Global Agent Administration Services
Facsimile: [redacted]

To the Guarantor:

[●] [insert name of relevant Material Subsidiary]
c/o InPlay Oil Corp.
920, 640 – 5th Avenue SW
Calgary, Alberta T2P 3G4

Attention: Chief Financial Officer
Email: [redacted]

or such other address or electronic communication number as may be designated by notice by any party to the other. Any Communication given by personal delivery or facsimile transmission shall be conclusively deemed to have been given on the day of actual delivery or transmittal thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery or facsimile transmission.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the Borrower, its Subsidiaries or the Guarantor during the continuance of an Event of Default and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee without the prior written consent of the Agent (which consent may be withheld in its sole discretion).

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Financial Condition of the Borrower and the Subsidiaries

The Guarantor is fully aware of the financial condition of the Borrower and each of the Subsidiaries and acknowledges that it shall receive a benefit from the Beneficiaries entering into the Documents to which the Beneficiaries are a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each of the Subsidiaries' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which

Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise Guarantor of information known to any of them regarding such circumstances or risks.

9.13 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the Documents and all of the terms and conditions thereof.

9.14 Entire Agreement

This Guarantee, the Credit Agreement and the other Documents constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.15 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.16 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Guarantor has executed this Guarantee.

**[INSERT NAME OF RELEVANT
MATERIAL SUBSIDIARY]**

Per:

Name: _____

Title:

Per:

Name: _____

Title: