

## STANDBY PURCHASE AGREEMENT

**THIS AGREEMENT** (the "**Agreement**") made as of the 5th day of November, 2025.

**AMONG:**

**GREENFIRE RESOURCES LTD.**, a corporation subsisting under the laws of the Province of Alberta (the "**Corporation**")

- and -

**WATEROUS ENERGY FUND III (CANADIAN) LP**, a limited partnership subsisting under the laws of the Province of Alberta, by its general partner, **WEF III GP (CANADIAN) CORP.** ("**WEF III Canadian LP**")

- and -

**WATEROUS ENERGY FUND III (US) LP**, a limited partnership subsisting under the laws of the Province of Alberta, by its general partner, **WEF III GP (US) CORP.** ("**WEF III US LP**")

- and -

**WATEROUS ENERGY FUND III (INTERNATIONAL) LP**, a limited partnership subsisting under the laws of the Province of Alberta, by its general partner, **WEF III GP (INTERNATIONAL) CORP.** ("**WEF III International LP**")

- and -

**WATEROUS ENERGY FUND III (CANADIAN FI) LP**, a limited partnership subsisting under the laws of the Province of Alberta, by its general partner, **WEF III GP (CANADIAN FI) CORP.** ("**WEF III Canadian FI LP**")

- and -

**WATEROUS ENERGY FUND III (INTERNATIONAL FI) LP**, a limited partnership subsisting under the laws of the Province of Alberta, by its general partner, **WEF III GP (INTERNATIONAL FI) CORP.** ("**WEF III International FI LP**", together with WEF III Canadian LP, WEF III US LP, WEF III International LP, and WEF III Canadian FI LP, the "**WEF Investors**")

- and -

**WATEROUS ENERGY FUND MANAGEMENT CORP.**, a corporation subsisting under the laws of the Province of Alberta, acting as manager for and on behalf of the WEF Investors (the "**WEF Manager**", together with the WEF Investors, the "**Standby Purchasers**").

**WHEREAS** the Corporation has determined to proceed with an offering of Rights to the holders of record of its Common Shares in the Eligible Jurisdictions pursuant to a Rights Offering Circular in Canada and a Registration Statement in the United States;

**AND WHEREAS** each of the Standby Purchasers wishes to (i) exercise its Basic Subscription Privilege in full, and (ii) agrees to purchase the remaining Common Shares available under the Rights Offering that are not otherwise subscribed for and purchased by other Rights holders, subject to the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE 1** **INTERPRETATION**

### **1.1**            **Definitions**

In this Agreement, including the recitals hereto, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Additional Subscription Privilege**" has the meaning given in Section 2.2.

"**Affiliate**" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*.

"**Basic Subscription Privilege**" has the meaning given in Section 2.1.

"**Board**" means the board of directors of the Corporation.

"**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday, upon which banks are open for business in the city of Calgary, Alberta.

"**Circular Amendment**" means any amendment to the Rights Offering Circular.

"**Closing Date**" means the first Business Day following the Rights Expiry Date, or such other date as may be agreed by the Corporation and the Standby Purchasers.

"**Closing Time**" has the meaning given in Section 8.1.

"**Common Shares**" means the common shares in the capital of the Corporation.

"**Corporation**" has the meaning given to it in the recitals hereto.

"**Eligible Holder**" means a Shareholder who (i) is resident in an Eligible Jurisdiction; or (ii) is resident in any other jurisdiction, provided that such Shareholder has satisfied the Corporation, in its sole discretion, that such Shareholder is entitled to receive the Rights and Common Shares issuable upon the exercise of the Rights under the Rights Offering in accordance with the Laws of such jurisdiction without obliging the Corporation to register the Rights or Common Shares issuable upon the exercise of the Rights or file a prospectus or other similar disclosure document or to make any other filings or become subject to any reporting or disclosure obligations that the Corporation is not otherwise already obligated to make.

"**Eligible Jurisdictions**" means the provinces of Canada and the United States.

**"Filing Date"** has the meaning given in Section 4.1(a).

**"Governmental Entity"** means any:

- (a) multinational, federal, provincial, territorial, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign;
- (b) any subdivision or authority of any of the foregoing; or
- (c) any quasi-governmental or private body exercising a regulatory, expropriation or taxing authority under or for the account of any of the above.

**"Indemnified Party"** has the meaning given in Section 10.3.

**"Indemnifying Party"** has the meaning given in Section 10.3.

**"Laws"** means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, instruments, policies, guidelines, and general principles of common law and equity, binding on or affecting the Person referred to.

**"Misrepresentation"** has the meaning given to the term "misrepresentation" in Section 1(1) of the Securities Act.

**"Notice Amendment"** means any amendment to the Rights Offering Notice.

**"NYSE"** means the New York Stock Exchange.

**"Person"** means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, trust, estate, custodian, trustee, executor, administrator, nominee or other entity or organization, including (without limitation) a Governmental Entity or political subdivision or an agency or instrumentality thereof.

**"Record Date"** means the record date for the purpose of the Rights Offering that will be established by the Corporation in the Rights Offering Circular.

**"Registration Statement"** means the registration statement on Form F-10 (including any amendments or supplements thereto) filed by the Corporation with the SEC in connection with the Rights Offering, including the Rights Offering Notice and Rights Offering Circular, and a U.S. prospectus that forms a part thereof.

**"Regulatory Authorities"** means, collectively, the Securities Commissions, the SEC, and the TSX and NYSE and **"Regulatory Authority"** means any one of them, as applicable.

**"Rights"** means the entitlement to subscribe for Common Shares offered by the Corporation in the Rights Offering pursuant to the Basic Subscription Privilege and Additional Subscription Privilege, as applicable, in each case at the Subscription Price.

**"Rights Expiry Date"** has the meaning given in Section 2.1.

**"Rights Expiry Time"** means 4:00 p.m. (Calgary time) on the Rights Expiry Date.

**"Rights Offering"** means the distribution by the Corporation of the Rights to subscribe for Common Shares undertaken in accordance with Article 2.

**"Rights Offering Circular"** means, collectively, the rights offering circular to be filed by the Corporation with respect to the Rights Offering, and (if applicable) any Circular Amendment thereof.

**"Rights Offering Documents"** means, collectively, the Rights Offering Circular, the Rights Offering Notice, the Registration Statement, and any U.S. prospectus or supplement thereto.

**"Rights Offering Notice"** means the notice of the Rights Offering prepared and delivered to Shareholders in connection with the Rights Offering in accordance with Securities Laws, and (if applicable) any Notice Amendment thereof.

**"SEC"** means the United States Securities and Exchange Commission.

**"Securities Act"** means the *Securities Act (Alberta)*, as amended.

**"Securities Commissions"** means the securities commission or other regulatory authority in the Eligible Jurisdictions.

**"Securities Laws"** means all applicable securities Laws of each of the Eligible Jurisdictions, including the U.S. Securities Act, the rules and regulations of the SEC, and the applicable rules and policies of the TSX and NYSE.

**"SEDAR+"** means the System for Electronic Document Analysis and Retrieval +, which may be accessed at [www.sedarplus.ca](http://www.sedarplus.ca).

**"Shareholder"** means a holder of record of Common Shares.

**"Standby Commitment"** has the meaning given in Section 3.1.

**"Standby Purchasers"** has the meaning given to it in the recitals hereto.

**"Standby Shares"** has the meaning given in Section 3.1.

**"Subscription Price"** means C\$5.44 or US\$3.85 per Common Share, subject to the currency election of the subscriber.

**"Subsidiaries"** means any entity with respect to which a Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect at least a majority of the directors, or similar managing body, or in which such Person owns directly or indirectly 50% or more of the fair market value of the equity of such entity.

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

**"United States"** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

**"U.S. Securities Act"** means the United States *Securities Act of 1933*, as amended, including the rules and regulations adopted thereunder by the United States Securities and Exchange Commission.

**"WEF III Canadian FI LP"** has the meaning given to it in the recitals hereto.

**"WEF III Canadian LP"** has the meaning given to it in the recitals hereto.

**"WEF III International FI LP"** has the meaning given to it in the recitals hereto.

"**WEF III International LP**" has the meaning given to it in the recitals hereto.

"**WEF Manager**" has the meaning given to it in the recitals hereto.

"**WEF III US LP**" has the meaning given to it in the recitals hereto.

## **1.2 Headings, etc.**

The division of this Agreement into articles, sections, paragraphs and clauses and the provision of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section, paragraph, clause or other portion of this Agreement and include any agreement or instrument supplemental or ancillary to this Agreement. Unless something in the subject matter or context is inconsistent therewith, references in this Agreement to articles, sections, paragraphs or clauses are to articles, sections, paragraphs or clauses of this Agreement.

## **1.3 Plurality and Gender**

Words importing the singular number only shall include the plural and vice versa, and words importing any gender shall include all genders.

## **1.4 Currency**

Unless otherwise specifically stated, all references herein to monetary figures including "\$" or "C\$" are to Canadian dollars and all references to "US\$" are to United States dollars.

## **1.5 Governing Law**

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party hereby unconditionally and irrevocably submits to the nonexclusive jurisdiction of the courts of the Province of Alberta in respect of all matters arising out of this Agreement.

## **1.6 Business Days & Calculation of Time.**

Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.

## **1.7 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

## 1.8 Certain Phrases

In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of" and (iii) the word "or" shall not be exclusive.

## 1.9 Drafting

The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Further, prior drafts of this Agreement or any ancillary agreements hereto or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any ancillary agreements hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of such prior drafts.

# ARTICLE 2

## RIGHTS OFFERING

### 2.1 Terms of the Rights Offering

The Corporation has determined to proceed with the Rights Offering on the following terms:

- (a) the Corporation will distribute, at the close of business on the Record Date, on a *pro rata* basis at no charge, one (1) Right for each Common Share held as of the Record Date to each Eligible Holder.
- (b) Each Right will entitle the holder thereof to purchase 0.7849 Common Shares and every 1.2740 Rights will entitle an Eligible Holder to purchase one Common Share at the Subscription Price (the "**Basic Subscription Privilege**"). Each Right shall be transferable.
- (c) The Rights Offering will remain open for at least 21 calendar days following the date on which the Rights Offering Notice is sent to Eligible Holders in the Eligible Jurisdictions. The Rights will expire at 4:00 p.m. (Calgary time) on the first day following such 21<sup>st</sup> day (the "**Rights Expiry Date**").
- (d) For the avoidance of doubt, where an exercise of Rights would otherwise entitle the holder thereof to fractional Common Shares, such holder's entitlement will be reduced to the next lowest whole number of Common Shares, and the Corporation will not be required to issue fractional Common Shares or to pay cash in lieu thereof.

### 2.2 Additional Subscription Privilege

Pursuant to Securities Laws, each Eligible Holder who exercises its full Basic Subscription Privilege will be entitled to subscribe for additional Common Shares at the Subscription Price in the manner and the amounts prescribed by Securities Laws and as further detailed in the Rights Offering Circular to the extent that other holders of Rights do not exercise all of their Rights under the Basic Subscription Privilege (the "**Additional Subscription Privilege**").

### **2.3 Closing**

The completion of the purchase of Common Shares issuable upon the exercise of the Rights pursuant to the Basic Subscription Privilege and the Additional Subscription Privilege by each Eligible Holder that has validly subscribed for Common Shares will occur at the time and in the manner set forth in the Rights Offering Circular and any conflict between this Agreement and the Rights Offering Circular will be resolved in favour of the Rights Offering Circular.

## **ARTICLE 3** **STANDBY COMMITMENT**

### **3.1 Standby Commitment**

- (a) Each Standby Purchaser will, subject to the terms and conditions of this Agreement, exercise all of its Rights received as a Shareholder under the Basic Subscription Privilege in accordance with the procedures set out in the Rights Offering Circular. Each Standby Purchaser may, but is not required to, exercise its Additional Subscription Privilege in accordance with the procedures set out in the Rights Offering Circular.
- (b) Each Standby Purchaser agrees, subject to the terms and conditions of this Agreement, to purchase from the Corporation, and the Corporation hereby agrees to sell to each Standby Purchaser, on a proportionate basis relative to each Standby Purchaser's Common Share ownership as at the date hereof (being 6.3% for WEF III Canadian LP, 1.2% for WEF III US LP, 6.1% for WEF III International LP, 2.8% for WEF III Canadian FI LP, and 39.6% for WEF III International FI LP) at the Subscription Price and on the Closing Date, all of the Common Shares that are not otherwise subscribed for and taken up under the Rights Offering so that the maximum number of Common Shares that may be issued under the Rights Offering will have been issued (collectively, the "**Standby Shares**"). The aggregate number of Standby Shares to be purchased by the Standby Purchasers pursuant to this Section 3.1 will be equal to (i) the maximum number of Common Shares to be issued pursuant to the Rights Offering less, (ii) the number of Common Shares subscribed for and purchased under the Rights Offering by all holders of Rights, including the Standby Purchasers, through the exercise of such holders Basic Subscription Privilege and Additional Subscription Privilege (such commitment by the Standby Purchasers, referred to as the "**Standby Commitment**").

### **3.2 Payment for Standby Shares**

Subject to and in accordance with the terms hereof, on or before the Closing Date, each Standby Purchaser will pay (or cause to be paid) in immediately available funds by wire transfer to an account designated by the Corporation, the aggregate Subscription Price payable for such Standby Purchaser's applicable proportionate share of the Standby Shares to be purchased by it pursuant to Section 3.1, and the Corporation will cause the depository for the Rights Offering or its transfer agent, as applicable, to (a) issue the applicable Standby Shares to such Standby Purchaser in electronic form via book entry form, and (b) reflect such Standby Purchaser's receipt of the applicable Standby Shares in book-entry form, including registering such Standby Shares in the name of, or as otherwise directed by, such Standby Purchaser.

## **ARTICLE 4**

### **COVENANTS OF THE CORPORATION**

#### **4.1 Covenants**

Subject to and in accordance with the terms of this Agreement, the Corporation agrees with the Standby Purchasers that:

- (a) Rights Offering Notice and Rights Offering Circular. The Corporation will file the Rights Offering Notice and Rights Offering Circular with the Regulatory Authorities within 10 trading days of the date hereof (the "**Filing Date**"). If required by Securities Laws, the Corporation will prepare any Circular Amendment or Notice Amendment required to be filed by it under Securities Laws.
- (b) Registration Statement. The Corporation will prepare, file, and cause to become effective the Registration Statement with the SEC, and will use commercially reasonable efforts to maintain the effectiveness of the Registration Statement until the completion of the Rights Offering. The Corporation will comply with all applicable U.S. federal securities laws and NYSE requirements in connection with the Rights Offering, and will deliver the U.S. prospectus to U.S. holders as required by the U.S. Securities Act
- (c) TSX and NYSE. The Corporation will use commercially reasonable efforts to obtain conditional acceptance by the TSX and the NYSE of the issuance of the Rights and the Common Shares issuable upon the exercise of the Rights (including the Standby Shares), subject to receipt of customary final documentation.
- (d) Securities Laws. The Corporation will take all action as may be necessary and appropriate so that (i) the Rights Offering and the transactions contemplated in this Agreement will be effected in accordance with Securities Laws, and (ii) any documentation prepared or filed in connection with the Rights Offering (including but not limited to the Rights Offering Notice, the Rights Offering Circular, any Circular Amendment or Notice Amendment, and the Registration Statement) will be in a form that complies in all material respects with Securities Law.

## **ARTICLE 5**

### **COVENANTS OF THE STANDBY PURCHASERS**

#### **5.1 Covenants**

Subject to and in accordance with the terms of this Agreement, each Standby Purchaser agrees with the Corporation that:

- (a) Evidence of Financial Capability. Each Standby Purchaser will deliver to the Corporation, at or prior to the time of filing the Rights Offering Circular and the Rights Offering Notice, evidence (in form and substance satisfactory to the Corporation) that the Standby Purchaser has the financial capability to carry out its obligations under the Standby Commitment in accordance with the terms of this Agreement.
- (b) Securities Laws. Each Standby Purchaser will, if required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, execute, deliver and file and otherwise assist the Corporation in filing reports, questionnaires, undertakings and other documents with respect to the issue to such Standby Purchaser of the Rights, Common Shares issuable upon the exercise of the Rights and Standby Shares.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

**6.1 Representations and Warranties**

The Corporation represents and warrants to each of the Standby Purchasers as follows, and acknowledges and agrees that the Standby Purchasers are relying upon the representations and warranties in connection with its commitments hereunder:

- (a) The Corporation is validly existing under the Laws of Alberta and has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation by each of the Standby Purchasers in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and any other laws affecting the rights of creditors generally and except such equitable remedies that may be granted in the discretion of a court of competent jurisdiction. Each of the Rights Offering Circular and the Rights Offering Notice, the issuance of Rights and the issuance of the Common Shares on the exercise thereof and the issuance of the Standby Shares will be duly authorized by the Corporation prior to the time of filing the Rights Offering Documents.
- (c) The execution and delivery of this Agreement by the Corporation and the consummation of the Rights Offering, the issuance of the Rights, Common Shares issuable upon the exercise of the Rights and Standby Shares and the transactions provided for herein will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
  - (i) violate any provision of the constating documents or resolutions of the Board (or any committee thereof) or of the Shareholders of the Corporation; or
  - (ii) result in a breach or a violation of, or conflict with, any provision of any material indenture, mortgage, agreement, contract or other material instrument to which the Corporation is a party or pursuant to which any of the assets or property of the Corporation may be affected, other than such breach, violation of, or conflict with, that would not, individually or in the aggregate, result in a material adverse effect on the Corporation's ability to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement.
- (d) No consent, approval, order or authorization of, or declaration with, any Governmental Entity is required by or with respect to the Corporation in connection with the execution and delivery of this Agreement or the consummation of the transactions by the Corporation contemplated hereby, other than consents, approvals or authorizations that have been obtained or may be required by any Securities Laws or Regulatory Authorities (each of which will be obtained by the Closing Date).
- (e) The Common Shares issuable upon the exercise of the Rights and the Standby Shares will at the time of issuance in accordance with the terms of the Rights and this Agreement be duly and validly issued as fully paid and non-assessable, and will be free and clear of all liens, pledges, claims, encumbrances, security interests and other restrictions, except for any restrictions on resale or transfer imposed by Securities Laws.

- (f) No order ceasing or suspending the trading of the Common Shares, the Rights, the Common Shares issuable upon the exercise of the Rights or the Standby Shares has been issued to or is outstanding against the Corporation.
- (g) The Corporation is a reporting issuer or equivalent under the Securities Laws of Alberta and Ontario and, where applicable, is not on the list of defaulting reporting issuers or noted in default on the list of reporting issuers maintained by the relevant Securities Commissions, and is in compliance in all material respects with the requirements of applicable Securities Laws. The Corporation has not filed any material change report with any Securities Commission or similar regulatory authority on a confidential basis.
- (h) The Registration Statement, at the time it becomes effective and at the Closing Date, will comply in all material respects with the requirements of the U.S. Securities Act and the rules and regulations of the SEC.
- (i) Upon effectiveness of the Registration Statement, the Rights and Common Shares issuable pursuant to the Rights Offering will be registered under the U.S. Securities Act.
- (j) The Corporation has applied to list the Common Shares issuable pursuant to the Rights Offering on the TSX and the Corporation is in compliance in all material respects with all applicable rules of the TSX. The Corporation will apply to list the Rights on the NYSE following the Record Date and will use commercially reasonable efforts to obtain such listing, subject to the requirements of the NYSE.
- (k) There is not now pending or, to the knowledge of the Corporation, threatened against the Corporation or any of the properties of the Corporation, nor has the Corporation received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Entity that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the Corporation's ability to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement.

## **6.2 Survival**

All representations and warranties of the Corporation contained in this Agreement or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering will survive the completion of the purchase of Standby Shares by the Standby Purchasers for a period of 12 months. The Corporation shall not have any liability with respect to claims first asserted in connection with any representation, warranty or agreement after the survival period specified in the preceding sentence.

## **6.3 Notification**

The Corporation shall notify the Standby Purchasers forthwith if it becomes aware of a fact or circumstance which has caused or is reasonably likely to cause a representation or warranty in this Article 6 to become untrue, inaccurate or misleading in any material respect at any time (by reference to circumstances subsisting at that time) before the Closing Date.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF EACH STANDBY PURCHASER**

**7.1           Representations and Warranties of each Standby Purchaser**

Each Standby Purchaser, severally and not jointly, hereby represents and warrants to the Corporation, as to itself only, as follows, and acknowledges and agrees that the Corporation is relying upon the representations and warranties in connection with its commitments hereunder:

- (a) The Standby Purchaser is validly existing under the Laws of its jurisdiction of formation and has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) This Agreement has been duly authorized, executed and delivered by the Standby Purchaser and constitutes a legal, valid and binding obligation of the Standby Purchaser, enforceable against the Standby Purchaser by the Corporation in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and any other laws affecting the rights of creditors generally and except such equitable remedies that may be granted in the discretion of a court of competent jurisdiction.
- (c) The execution and delivery of this Agreement by the Standby Purchaser and the consummation of the transactions provided for herein will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition)
  - (i) violate any provision of the constating documents or resolutions of the board of directors (or any committee thereof) or shareholders of the Standby Purchaser; or
  - (ii) result in a breach or a violation of, or conflict with, any of the terms or provisions of any provision of any material indenture, mortgage, agreement, contract or other material instrument to which the Standby Purchaser is a party or pursuant to which any of the assets or property of the Standby Purchaser may be affected, other than such breach, violation of, or conflict with, that would not, individually or in the aggregate, result in a material adverse effect on the Standby Purchaser's ability to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement.
- (d) No consent, approval, order or authorization of, or declaration with, any Governmental Entity is required by or with respect to the Standby Purchaser in connection with the execution and delivery of this Agreement or the consummation of the transactions by the Standby Purchaser contemplated hereby, other than consents, approvals or authorizations that have been obtained or may be required by any Securities Laws, or Regulatory Authorities (each of which will be obtained by the Closing Date).
- (e) The Standby Purchaser has, and on the Closing Date will have (regardless of the number of Rights that are exercised by the holders of Rights prior to the Rights Expiry Time), the financial ability and sufficient funds to make and complete the payment, in accordance with Section 3.2 herein, for the Standby Shares that it has committed to purchase pursuant to the Standby Commitment, and the making of such payment in accordance with Section 3.2 herein is not and will not be subject to the consent, approval or authorization of any other Person.
- (f) To the knowledge of the Standby Purchaser, there is not now pending or threatened against the Standby Purchaser or any of the properties of the Standby Purchaser, nor

has the Standby Purchaser received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Entity that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the Standby Purchaser's ability to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement.

- (g) Each Standby Purchaser is acquiring the Standby Shares solely for its own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Standby Shares in violation of Securities Laws.

## **7.2 Survival**

All representations and warranties of each Standby Purchaser contained in this Agreement or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering will survive the completion of the purchase of Standby Shares by the Standby Purchasers for a period of 12 months. None of the Standby Purchasers shall have any liability with respect to claims first asserted in connection with any representation, warranty or agreement after the survival period specified in the preceding sentence.

## **7.3 Notification**

Each Standby Purchaser shall notify the Corporation forthwith if it becomes aware of a fact or circumstance which has caused or is reasonably likely to cause any of its representations or warranties in this Article 7 to become untrue, inaccurate or misleading in any material respect at any time (by reference to circumstances subsisting at that time) before the Closing Date.

# **ARTICLE 8 CLOSING AND CONDITIONS**

## **8.1 Closing Time**

The closing of the purchase by the Standby Purchasers and sale by the Corporation of the Standby Shares to be purchased by the Standby Purchasers hereunder will be completed by way of the electronic exchange of documents prior to 7:00 a.m. (Calgary time) (the "**Closing Time**") on the Closing Date or at such other time and/or on such other date and/or at such other place as the Corporation and the Standby Purchasers may agree upon in writing. On such date, and upon payment being made by the Standby Purchasers for the Standby Shares in accordance with Section 3.2, the Corporation shall cause the Standby Shares to be issued, transferred and registered in accordance with Section 3.2.

## **8.2 Mutual Conditions Precedent**

The respective obligations of each of the Corporation and each Standby Purchaser to complete the closing of the transactions set out in this Agreement are subject to the following conditions being satisfied in full (each of which may be waived only by mutual written consent):

- (a) the Registration Statement shall have been declared effective by the SEC and shall remain effective as of the Closing Date.
- (b) the TSX and the NYSE shall have approved the listing of the Rights, the Common Shares issuable upon the exercise of the Rights and the Standby Shares, subject only to customary conditions relating to documents to be delivered following closing;

- (c) there shall not be any claims, litigation, investigations or other proceeding, including appeals and applications for review, in progress or pending or threatened, including, without limitation, by or before any Governmental Entity, in relation to the Rights, Common Shares issuable upon the exercise of the Rights or Standby Shares or the Rights Offering, any of which suspends or ceases trading in the Rights, Common Shares issuable upon the exercise of the Rights or Standby Shares, or operates to prevent or restrict the lawful distribution of the Rights, Common Shares issuable upon the exercise of the Rights, Standby Shares or any transactions contemplated hereunder (which suspension, cessation, prevention or restriction, as the case may be, is continuing);
- (d) there shall not be any inquiry, investigation (whether formal or informal) or other proceeding commenced in relation to the Corporation or any of its Subsidiaries or in relation to any of directors and officers of the Corporation or its Subsidiaries or in relation to any of the Standby Purchasers or any of the directors or officers of any of the Standby Purchasers, any of which suspends or ceases trading in the Rights, Common Shares issuable upon the exercise of the Rights or Standby Shares or operates to prevent or restrict the lawful distribution of the Rights, the Common Shares issuable upon the exercise of the Rights or Standby Shares or any transactions contemplated hereunder (which suspension, cessation, prevention or restriction, as the case may be, is continuing); and
- (e) there shall not be any order issued by a Governmental Entity or change of Law, either of which suspends or ceases trading in the Rights, Common Shares issuable upon the exercise of the Rights or Standby Shares or operates to prevent or restrict the lawful distribution of the Rights, Common Shares issuable upon the exercise of the Rights or Standby Shares or any transactions contemplated hereunder (which suspension, cessation, prevention or restriction, as the case may be, is continuing).

### **8.3 Commercially Reasonable Efforts**

The Corporation and each of the Standby Purchasers agree that they will use commercially reasonable efforts to cause the conditions set forth in this Article 8 to be satisfied to the extent that such conditions relate to acts to be performed or caused to be performed by such party.

## **ARTICLE 9** **TERMINATION**

### **9.1 Termination by the Corporation**

The Corporation will be entitled by giving written notice to each of the Standby Purchasers at any time prior to the Rights Expiry Time subject to applicable securities Laws and the requirements of the TSX and the NYSE, to terminate and cancel, without any liability on its part, its obligations under this Agreement, at any time prior to the purchase and sale of the Standby Shares, provided that the Corporation also terminates or cancels the Rights Offering as at or prior to the termination of this Agreement and provided further that the Corporation has complied in all material respects with its covenants hereunder.

### **9.2 Termination by the Standby Purchasers**

Each Standby Purchaser will be entitled by giving written notice (a "**Termination Notice**") to the Corporation and the other Standby Purchasers at any time prior to the Rights Expiry Time, to terminate and cancel, without any liability on its part, its obligations under this Agreement (any Standby Purchaser sending a Termination Notice pursuant to this Section 9.2, a "**Terminating Standby Purchaser**"), if:

- (a) any of the conditions set out in Section 8.2 have not been satisfied or waived by the Terminating Standby Purchaser on or before the Closing Date (provided that the Terminating Standby Purchaser is not then in material breach of this Agreement so as to cause any condition in this Agreement not to be satisfied);
- (b) the Common Shares, the Rights (other than, in the case of the Rights, following the Rights Expiry Time), the Common Shares issuable upon the exercise of the Rights or the Standby Shares are de-listed or suspended or halted for a period greater than two Business Days for any reason by the TSX or the NYSE at any time period prior to the closing of the Rights Offering; or
- (c) the issuance by any Regulatory Authority of any cease trading or similar order or ruling relating to any of the Corporation's securities for any reason by such Regulatory Authority at any time period prior to the closing of the Rights Offering.

### **9.3 Effect of Termination**

Notwithstanding any other provision hereof, should the Corporation or any Standby Purchaser validly terminate this Agreement pursuant to, and in accordance with, this Article 9, the obligations of both the Corporation and the Standby Purchasers under this Agreement shall terminate and there shall be no further liability on the part of any Standby Purchaser to the Corporation or on the part of the Corporation to any Standby Purchaser hereunder except for: (i) any breach of this Agreement which occurred on or prior to the termination; and (ii) any liability of any party that exists at such time or that may arise thereafter pursuant to Article 10; provided that if a Terminating Standby Purchaser has terminated this Agreement pursuant to Section 9.2(a), then the Corporation and the other Standby Purchasers (the "**Non-Terminating Standby Purchasers**") can mutually agree to proceed with the transactions contemplated by this Agreement in respect of such Non-Terminating Standby Purchaser's portion of the Standby Shares.

## **ARTICLE 10 INDEMNIFICATION**

### **10.1 By the Corporation**

The Corporation covenants and agrees to protect, indemnify and hold harmless each Standby Purchaser for and on behalf of itself and for and on behalf of and in trust for each of its Affiliates and its and their respective directors, officers, employees, advisors and agents, from and against any and all losses, claims, damages, liabilities, costs or expenses caused or incurred:

- (a) by reason of or in any way arising, directly or indirectly, out of any Misrepresentation in the Rights Offering Circular or the Rights Offering Notice, other than any Misrepresentation in the Rights Offering Circular or the Rights Offering Notice with respect to any information therein specifically regarding such Standby Purchaser which was provided, and approved, in writing by such Standby Purchaser;
- (b) by reason of or in any way arising directly or indirectly, out of any untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the Registration Statement or any U.S. prospectus (including any amendment or supplement thereto), other than with respect to any information therein specifically regarding such Standby Purchaser which was provided, and approved, in writing by such Standby Purchaser;
- (c) by reason of or in any way arising, directly or indirectly, out of any order made or inquiry, investigation or proceeding commenced or threatened by any Regulatory Authority, or other competent authority in Canada or the U.S. or before or by any Governmental Entity,

based upon or relating to (i) any Misrepresentation in the Rights Offering Circular or the Rights Offering Notice, (ii) any untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the Registration Statement or any U.S. prospectus, or (iii) the Rights Offering or other transactions contemplated in this Agreement including, without limitation, any actions taken or statements made by or on behalf of the Corporation in connection with the Rights Offering or the other transactions contemplated in this Agreement (excluding, for greater certainty, any statements made by or on behalf of the Corporation exclusively to one or more Indemnified Parties), other than any Misrepresentation in the Rights Offering Circular or the Rights Offering Notice with respect to any information therein specifically regarding such Standby Purchaser which was provided, and approved, in writing by such Standby Purchaser;

- (d) the non-compliance or alleged non-compliance by the Corporation with any requirement of the Securities Laws or any other Laws in connection with the Rights Offering or the other transactions contemplated in this Agreement; or
- (e) by reason of, or in any way arising, directly or indirectly, out of any breach or default of or under any representation, warranty, covenant or agreement of the Corporation contained herein.

#### **10.2 By the Standby Purchasers**

Each Standby Purchaser, severally and not jointly, hereby covenants and agrees to protect, indemnify and hold harmless the Corporation for and on behalf of itself and for and on behalf of and in trust for each of its Affiliates and its and their respective directors, officers, employees, advisors and agents, from and against any and all losses, claims, damages, liabilities, costs or expenses caused or incurred:

- (a) by reason of or in any way arising, directly or indirectly, out of any Misrepresentation in information in the Rights Offering Circular or the Rights Offering Notice, specifically regarding such Standby Purchaser which was provided, and approved, in writing by such Standby Purchaser; or
- (b) by reason of, or in any way arising, directly or indirectly, out of any breach or default of or under any representation, warranty, covenant or agreement of such Standby Purchaser contained herein.

#### **10.3 Notification**

In the event that any claim, action, suit or proceeding, including, without limitation, any inquiry or investigation (whether formal or informal), is brought or instituted against any of the Persons in respect of which indemnification is or might reasonably be considered to be provided for herein, such Person (an "**Indemnified Party**") will promptly notify the person from whom indemnification is being sought (being either the Corporation under Section 10.1 or a Standby Purchaser under Section 10.2, as the case may be (the "**Indemnifying Party**")) and the Indemnifying Party will promptly retain counsel who will be reasonably satisfactory to the Indemnified Party to represent the Indemnified Party in such claim, action, suit or proceeding, and the Indemnifying Party will pay all of the reasonable fees and disbursements of such counsel relating to such claim, action, suit or proceeding.

#### **10.4 Independent Counsel**

In any such claim, action, suit or proceeding, the Indemnified Party will have the right to retain other counsel to act on his or its behalf, provided that the fees and disbursements of such other counsel will be paid by the Indemnified Party unless:

- (a) the Indemnifying Party and the Indemnified Party will have mutually agreed to the retention of such other counsel; or
- (b) the named parties to any such claim, action, suit or proceeding (including, without limitation, any added, third or impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (such as the availability of different defenses).

**10.5 Fees and Expenses**

Subject to Section 10.4, it is understood and agreed that the Indemnifying Party will not, in connection with any claim, action, suit or proceeding in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate legal firm for all Persons in respect of which indemnification is or might reasonably be considered to be provided for herein and such firm will be designated in writing by the Indemnified Party (on behalf of itself and its directors, officers, employees and agents).

**10.6 Consent to Settlement**

Notwithstanding anything herein contained, neither the Indemnifying Party nor the Indemnified Party will agree to any settlement of any claim, action, suit, proceeding, inquiry or investigation in respect of which indemnification is or might reasonably be considered to be provided for herein, unless the Indemnifying Party or the Indemnified Party, as applicable, has consented in writing thereto, and the Indemnifying Party or the Indemnified Party, as applicable, will not be liable for any settlement of any such claim, action, suit, proceeding, inquiry or investigation unless it has consented in writing thereto.

**10.7 Liability**

If the indemnification provided for in this Article 10 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any losses, claims, damages or liabilities referred to herein, the Indemnifying Party in lieu of indemnifying such Indemnified Party hereunder, shall to the extent permitted by Law contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the act or omission that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission provided, however, that no Person guilty of fraudulent misrepresentation shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

**10.8 Survival**

The obligations of the Indemnifying Parties under this Article 10 shall survive completion of any offerings described herein and the termination of this Agreement. The Indemnifying Party shall not, in the defense of any such claim or litigation, except with the consent of the Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

**ARTICLE 11**  
**NOTICE**

**11.1**        **Notice**

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by fax or e-mail or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (a)        In the case of the Corporation:

Greenfire Resources Ltd.  
Suite 1900, 205 5th Avenue SW  
Calgary, AB T2P 2V7

Attention:        Colin Germaniuk  
E-Mail:            **[Redacted – Email]**

*with a required copy (which shall not constitute notice) to:*

Blake, Cassels & Graydon LLP  
855 2 Street, Suite 3500  
Bankers Hall East  
Calgary, AB T2P 4J8

Attention:        Olga Kary  
E-Mail:            olga.kary@blakes.com

and

Scale LLP  
3723 Greenville Ave STE 41010  
Dallas, TX 75206

Attention:        Charles R. Kraus  
E-Mail:            ckraus@scalefirm.com

- (b)        In the case of the Standby Purchasers:

Waterous Energy Fund Management Corp.  
301 8<sup>th</sup> Avenue SW, Suite 600  
Calgary, AB T2P 1C5

Attention:        Adam Waterous  
E-Mail:            **[Redacted – Email]**

*with a required copy (which shall not constitute notice) to:*

Bennett Jones LLP  
855 2 Street, Suite 4500  
Bankers Hall East  
Calgary, AB T2P 4K7

Attention:        Haifeng Hu  
E-Mail:            huh@bennettjones.com

**ARTICLE 12**  
**GENERAL**

**12.1**            **Further Assurances**

From time to time after the date of this Agreement, the parties to this Agreement will execute, acknowledge and deliver to the other parties such other instruments, documents and certificates and will take such other actions as the other parties may reasonably request in order to consummate the transactions contemplated by this Agreement.

**12.2**            **Fees**

Subject to fees payable pursuant to Sections 10.3, 10.4 and 10.5, each party shall be responsible for and pay its own fees, expenses and disbursements under this Agreement (including any taxes payable, and fees, expenses and disbursements payable to their respective counsel).

**12.3**            **Assignment**

This Agreement may not be assigned by any party to this Agreement, by operation of Laws or otherwise, without the prior written consent of the other parties to this Agreement. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**12.4**            **Waiver**

Failure by any party to this Agreement to insist in any one or more instances upon the strict performance of any one of the covenants or rights contained in this Agreement will not be construed as a waiver or relinquishment of such covenant or right. No waiver by either party to this Agreement of any such covenant or right will be deemed to have been made unless expressed in writing and signed by the waiving party.

**12.5**            **Amendments**

No term or provision of this Agreement may be amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the amendment, discharge or termination is sought, that expressly states that it is intended to amend, discharge or terminate this agreement or a term or provision thereof.

**12.6**            **Counterparts**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

**12.7**            **Time**

Time is of the essence of this Agreement.

**12.8**            **Severable and Not Joint**

Notwithstanding anything to the contrary herein, the obligations of each Standby Purchaser under this Agreement or in any document or instrument executed and delivered in connection herewith, are several and not joint with the obligations of any other Standby Purchaser, and no Standby

Purchaser shall be responsible in any way for the performance of the obligations of any other Standby Purchaser under this Agreement or any document or instrument executed and delivered in connection herewith. The failure or waiver of performance under this Agreement or any document or instrument executed and delivered in connection herewith by any Standby Purchaser shall not excuse performance by any other Standby Purchaser. Nothing contained herein or in any other document or instrument executed and delivered in connection herewith, and no action taken by any Standby Purchaser hereunder or thereunder, shall be deemed to constitute the Standby Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Standby Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement or the documents or instruments executed and delivered in connection herewith. Each Standby Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement or out any other document or instrument executed and delivered in connection herewith to which it is a party, and it shall not be necessary for any other Standby Purchaser to be joined as an additional party in any proceeding for such purpose

**12.9**            **Entire Agreement**

This Agreement and any other agreements and other documents referred to in this Agreement and delivered in connection with this Agreement, constitutes the entire agreement between the parties to this Agreement pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter of this Agreement.

***[The remainder of this page is intentionally left blank.]***

**IN WITNESS WHEREOF** this Agreement has been executed by the parties as of the date first above written.

**GREENFIRE RESOURCES LTD.**

By: (SIGNED) "Colin Germaniuk"  
Name: Colin Germaniuk  
Title: President

**WATEROUS ENERGY FUND MANAGEMENT CORP.**

By: (SIGNED) "Adam Waterous"  
Name: Adam Waterous  
Title: President

**WATEROUS ENERGY FUND III (CANADIAN) LP, by its general partner, WEF III GP (CANADIAN) CORP.**

By: (SIGNED) "Adam Waterous"  
Name: Adam Waterous  
Title: President

**WATEROUS ENERGY FUND III (US) LP, by its general partner, WEF III GP (US) CORP.**

By: (SIGNED) "Adam Waterous"  
Name: Adam Waterous  
Title: President

**WATEROUS ENERGY FUND III (INTERNATIONAL) LP, by its general partner, WEF III GP (INTERNATIONAL) CORP.**

By: (SIGNED) "Adam Waterous"  
Name: Adam Waterous  
Title: President

**WATEROUS ENERGY FUND III (CANADIAN FI) LP, by its general partner, WEF III GP (CANADIAN FI) CORP.**

By: (SIGNED) "Adam Waterous"  
Name: Adam Waterous  
Title: President

**WATEROUS ENERGY FUND III (INTERNATIONAL FI) LP, by its general partner, WEF III GP (INTERNATIONAL FI) CORP.**

By: (SIGNED) "Adam Waterous"  
Name: Adam Waterous  
Title: President