

AMENDMENT NO. 5 TO
NOTE PURCHASE AGREEMENT

THIS AMENDMENT NO. 5 dated as of July 7, 2022 (this “**Fifth Amendment**”) to the Note Purchase Agreement dated as of December 20, 2017 among Whitecap Resources Inc. (the “**Company**” and the purchasers listed in Schedule “A” thereto as holders (the “**holders**”) of the existing 3.90% Senior Secured Notes (the “**Notes**”) of the Company issued thereunder (as amended to the date hereof, the “**Note Agreement**”).

RECITALS:

The Company and the holders wish to effect certain amendments to the Note Agreement as provided herein.

NOW THEREFORE, upon the satisfaction of the conditions precedent to the effectiveness of this Fifth Amendment set forth in Section 3 hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

1. Interpretation

- (a) Capitalized terms used herein shall have the respective meanings ascribed thereto in the Note Agreement unless defined herein or the context shall otherwise require.
- (b) “**Other Note Agreement**” means the Note Purchase Agreement dated as May 31, 2017 between the Company and the purchasers listed in Schedule “A” thereto, as holders, as amended, restated, supplemented or otherwise modified from time to time.

2. Amendments to Note Agreement

- (a) *Material Subsidiaries.* Section 9.8(b) of the Note Agreement is hereby deleted in its entirety and replaced with the following:
 - “(b) The Company will ensure at all times that (i) the Company and the Material Subsidiaries directly own not less than 90% of Consolidated Tangible Assets; (ii) the Company and the Material Subsidiaries directly generate not less than 90% of EBITDA, and (iii) each Material Subsidiary is a direct or indirect wholly owned Subsidiary of the Company and to the extent any such Material Subsidiary is indirectly owned, all such ownership interests are held by another Note Party.”
- (b) *Mergers, Amalgamation and Consolidations.* Section 10.5 of the Note Agreement is hereby amended by replacing the reference to “5%” in paragraph (b) with “10%”.

- (c) Asset Dispositions. Section 10.6 of the Note Agreement is hereby amended by deleting paragraph (b) in its entirety and replacing it with the following:

“Dispositions not otherwise permitted by Section 10.6(a), provided that (i) the aggregate fair market value of all assets so disposed of in any consecutive twelve-month period pursuant to this Section 10.6(d) does not exceed 10% of Consolidated Tangible Assets and (ii) no Default or Event of Default shall exist before or after such Disposition.”

- (d) Most Favoured Lender Status; Matching Subsidiary Guarantees; Matching Security Interests. Each of Sections 9.10, 9.11 and 10.12 of the Note Agreement are hereby amended by inserting the words “or any other Senior Debt Document” immediately following each reference to “Material Credit Facility”.

- (e) Prepayment of Senior Obligations. Article 10 of the Note Agreement is hereby amended by adding a new Section 10.19 as follows:

“10.19 Prepayment of Senior Obligations.

The Company will not, and will not permit any other Note Party to make any principal payments, repurchases, redemptions or other retirement of principal under any Senior Obligations (other than Senior Obligations in respect of any revolving credit or similar credit facility providing the Company with the right to obtain loans or other extensions of credit from time to time, except to the extent that in connection with such payment of Senior Obligations the availability of credit under such credit facility is permanently reduced by an amount not less than the amount of such proceeds applied to the payment of such Senior Obligations) prior to the maturity thereof, except if: (i) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof; and (ii) the aggregate amount of such payments, repurchases, redemptions or retirements, after July 7, 2022, does not exceed \$400,000,000 or the equivalent amount in any other currency (the “**Pari Passu Repayment Cap**”), except to the extent that such payments, repurchases, redemptions or retirements are funded with either the proceeds from (A) the public issuance of common equity by the Company (an “**Equity Raise**”), (B) Senior Obligations, or (C) Permitted Junior Debt, provided that, any payments, repurchases, redemptions or retirements of principal under any Senior Obligations (other than any funded with an Equity Raise, Permitted Junior Debt, or Permitted Incremental *Pari Passu* Debt which is refinanced as described in the definition thereof) that exceed the *Pari Passu* Repayment Cap may only be made if, concurrently therewith, the Company also pays to each holder a *pro rata* amount of such excess payment to apply against the Notes (where such *pro rata* determination is based on the Canadian Dollar exchange equivalent of the outstanding principal amount of the Senior Obligations (after the reduction thereof resulting from said payments, repurchases, redemptions, or retirements up to the *Pari Passu* Repayment Cap) relative to the outstanding principal amount of the Notes at such time.”

(f) Defined Terms.

- (i) Schedule B to the Note Agreement is amended by adding the words “or any other Senior Debt Document” immediately following each reference to “Material Credit Facility” in the definitions of “Additional Covenant” and “Additional Default”.
- (ii) Schedule B to the Note Agreement is further amended by deleting the reference to “five percent” in each of the defined terms “Material Acquisition” and “Material Disposition” and replacing same with “ten percent”.
- (iii) Schedule B to the Note Agreement is further amended by deleting the defined terms “Material Subsidiary”, “Permitted Indebtedness” and “Threshold Amount” and replacing them with the following:

“Material Subsidiary” means each direct or indirect wholly-owned Subsidiary of the Company (a) that executes and delivers Security to the Collateral Agent for the benefit of the Secured Parties, (b) the total assets of which (determined in accordance with GAAP) exceeds ten percent of the Company’s Consolidated Tangible Assets, (c) the total EBITDA of which, on a consolidated basis, exceeds ten percent of the total EBITDA of the Company on a consolidated basis, or (d) that has guaranteed any Senior Obligations or Permitted Junior Debt; and the Person referred to subclauses (a) to (d) above has executed and delivered Security to the Collateral Agent for the benefit of the Secured Parties pursuant to Section 9 over all of its Property that ranks as a first charge (subject to Permitted Encumbrances) over such Property for the benefit of the Secured Parties.

“Permitted Indebtedness” means, with respect to the Company and the Material Subsidiaries:

- (a) the indebtedness of the Company and Material Subsidiaries under (i) the Credit Agreement and the Documents (as that term is defined in the Credit Agreement as at the date hereof) and (ii) the Notes and the other Note Documents, including any refinancings thereof that are permitted under the Credit Agreement;
- (b) the indebtedness of the Company and Material Subsidiaries (i) under the Note Documents (as that term is defined in the 3.54% Note Agreement as at the date hereof) and the 3.54% Notes including any refinancings thereof that are permitted under the Credit Agreement and (ii) under any refinancing of the Shelf Notes that are permitted under the Credit Agreement;
- (c) Financial Instrument Obligations so long as they are in respect of Permitted Hedging;

- (d) Intercorporate Indebtedness;
- (e) the indebtedness secured by Permitted Encumbrances subject, if applicable, to any maximum amounts set out in the definition of “Permitted Encumbrances”;
- (f) Permitted Junior Debt (without duplication to amounts permitted under (e) above);
- (g) Permitted Incremental Pari Passu Debt; and
- (h) all other unsecured indebtedness (other than indebtedness for borrowed money which for the purposes hereof shall include Financing Leases) incurred by the Company and Material Subsidiaries in the ordinary course of business, without breach of this Agreement and without creating a Default or Event of Default, and provided the same is not past due and payable unless the Company or a Material Subsidiary is in good faith contesting the same without otherwise creating a Default or Event of Default.

“**Threshold Amount**” means an amount in Canadian Dollars equal to 1.5% of Consolidated Tangible Assets.

- (iv) Schedule B to the Note Agreement is further amended by adding the following new defined terms in appropriate alphabetical order:

“**Permitted Incremental Pari Passu Debt**” means any senior secured Debt (other than any Notes, 3.54% Notes or Shelf Notes refinanced in an amount not exceeding the original principal amount of such Notes, 3.54% Notes or Shelf Notes) issued by the Company after July 7, 2022 which is subject to the Intercreditor Agreement and which:

- (a) is in a maximum aggregate principal amount of not more than Cdn.\$400,000,000 (or the equivalent in any currency) (A) minus the amount that the Syndicated Facility Commitment Amount (as defined in the Credit Agreement) has increased pursuant to Section 3.9 of the Credit Agreement and (ii) plus, the amount of any Shelf Notes, Notes or 3.54% Notes repaid prior to or after July 7, 2022 (other than to the extent refinanced in an amount not exceeding the original principal amount of such Shelf Notes, Notes or 3.54% Notes); and
- (b) has a term that is no earlier than the Termination Date (as defined in the Credit Agreement) at the time of incurrence thereof, provided that if the Credit Agreement is terminated or amended after July 7, 2022 such that there is no longer a defined term of “Termination Date” under the Credit Agreement, then the Termination Date under this paragraph (ii) shall be deemed to be the Termination Date in

effect under the Credit Agreement immediately prior to such termination or amendment;

provided that, the Company may incur up to an additional Cdn.\$500,000,000 of other such Debt pursuant to this paragraph if the proceeds thereof are used for the sole purpose of financing the purchase price of a Material Acquisition.

“Senior Obligations” means (a) the Obligations (as defined under the Credit Agreement), (b) the Notes and the 3.54% Notes (and any refinancings thereof), (c) any indebtedness and obligations resulting under a refinancing of the Shelf Notes and (d) the Permitted Incremental Pari Passu Debt, and in each case, any Material Subsidiary Guarantees thereof.

3. Conditions Precedent

The amendments provided for herein shall not be effective until the date upon which (the **“Effective Date”**):

- (a) the holders shall have received a fully executed copy of this Fifth Amendment;
- (b) the Company shall have entered into an amendment to the Other Note Agreement which effects substantially the same changes as those set out in Section 2 of this Fifth Amendment; and
- (c) the holders shall have received a fully executed copy of the Credit Agreement (as amended to the Effective Date) which (i) effects substantially the same changes as those set out in Section 2 of this Fifth Amendment, and (ii) effects no other changes that would be the subject of Section 10.14 of the Note Agreement (Most Favoured Lender Status).

4. Representations, Covenants and Warranties

To induce the holders to execute and deliver this Fifth Amendment, the Company represents, covenants and warrants to each holder (which representations, covenants and warranties shall survive the execution and delivery of this Fifth Amendment) that as of the Effective Date:

- (a) this Fifth Amendment has been duly authorized, executed and delivered by the Company;
- (b) the Note Agreement, as amended by this Fifth Amendment, constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) ;

- (c) the execution, delivery and performance of this Fifth Amendment (i) are within the corporate powers of the Company; (ii) do not require the authorization, consent or approval of any governmental authority or regulatory body or any agency, department or division of any thereof; (iii) do not and will not (A) contravene or conflict with (1) any law, statute, rule or regulation, (2) any provision of its articles or by-laws, (3) any judgment, order or decree of any court, tribunal or arbitrator, or any public, governmental or regulatory agency, authority or body to which it or any of its material assets is subject, or (4) any term, condition or provision of any indenture, agreement or other instrument to which it or its Subsidiaries is a party or by which it or any of its Subsidiaries' properties or assets are or may be bound (including the Intercreditor Agreement); or (B) result in a breach of or constitute (alone or with due notice or lapse of time or both) a default under any indenture, agreement or other instrument referred to in clause (iii)(A)(4) of this clause (c);
- (d) neither the Company nor any Material Subsidiary has entered into, assumed or otherwise become bound or obligated by any amendment to the Credit Agreement that would be prohibited by Section 10.14 of the Note Agreement (Most Favoured Lender Status), other than the changes set out in Section 2 of this Fifth Amendment; and
- (e) no Default or Event of Default has occurred and is continuing or existed immediately prior to this Fifth Amendment or will exist immediately after.

5. Fifth Amendment Part of Note Agreement

This Fifth Amendment shall be construed in connection with and as part of the Note Agreement, and except as modified and expressly amended by this Fifth Amendment, all terms, conditions and covenants contained in the Note Agreement and the Notes are hereby ratified and shall be and remain in full force and effect. Nothing herein shall be construed as a novation of the Notes or the indebtedness or obligations represented thereby or by the Note Agreement as amended by this Fifth Amendment, and the terms of the Notes shall not be and shall not be deemed to be, rescinded, converted or substituted.

6. Notices

Any and all notices, certificates and other instruments executed and delivered after the execution and delivery of this Fifth Amendment may refer to the Note Agreement without making specific reference to this Fifth Amendment but nevertheless all such references shall include this Fifth Amendment unless the context otherwise requires.

7. Governing Law

This Fifth Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the Province of Alberta and the law of Canada applicable therein.

8. Counterparts

This Fifth Amendment may be executed in any number of counterparts, of which together shall constitute one instrument. The parties agree to electronic contracting and signatures with respect to this Fifth Amendment. Delivery of an electronic signature to, or a signed copy of, this Fifth Amendment by facsimile, PDF, email, photographic or other electronic transmission that reproduces an image of the actual executed signature page shall be fully binding on the parties to the same extent as the delivery of the manually signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if any holder shall request a manually signed counterpart signature to this Fifth Amendment, the Company hereby agrees to use its reasonable endeavors to provide such manually signed signature pages within 30 days of such request or such longer period as the requesting holder and the Company may agree.

[Remainder of page intentionally left blank]

Agreed as of the date first above written.

WHITECAP RESOURCES INC.

By: ("Signed")

Name:

Title:

The foregoing Agreement is hereby accepted by the undersigned Holders as of the date first above written.

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**

By: **PGIM, Inc., as investment manager**
("Signed")

Vice President

**THE MANUFACTURERS LIFE
INSURANCE COMPANY**

By: *("Signed")* _____

Name:

Title:

FIPPGV/PX (CAD INVESTMENTS) LTD.

By: ("Signed")

Name:

Title: