

AMENDED AND RESTATED CREDIT AGREEMENT

Among:

**PRAIRIESKY ROYALTY LTD.
as Borrower**

- and -

**THE TORONTO-DOMINION BANK
as Administrative Agent**

- and -

**THE TORONTO-DOMINION BANK,
ATB FINANCIAL,
BANK OF MONTREAL,
CANADIAN IMPERIAL BANK OF COMMERCE,
NATIONAL BANK OF CANADA,
ROYAL BANK OF CANADA,
THE BANK OF NOVA SCOTIA
and such other Persons as become parties hereto as lenders
as Lenders**

- with -

**TD SECURITIES
as Sole Lead Arranger and Bookrunner**

Dated as of June 6, 2024

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AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDED AND RESTATED CREDIT AGREEMENT dated as of June 6, 2024

Among:

PRAIRIESKY ROYALTY LTD., a corporation subsisting under the laws of the Province of Alberta, as Borrower

OF THE FIRST PART

- and -

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

OF THE SECOND PART

- and -

THE TORONTO-DOMINION BANK, ATB FINANCIAL, BANK OF MONTREAL, CANADIAN IMPERIAL BANK OF COMMERCE, NATIONAL BANK OF CANADA, ROYAL BANK OF CANADA and THE BANK OF NOVA SCOTIA, together with such other Persons who become party hereto as lenders, as Lenders

OF THE THIRD PART

Recitals:

- (a) The Borrower, the Lenders and the Agent are parties to the Existing Credit Agreement.
- (b) The Borrower, the Lenders and the Agent wish to amend and restate the Existing Credit Agreement on the terms and conditions set forth in this Agreement, for the purposes set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereby agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement and the Schedules hereto, the following terms shall have the meanings set forth below (unless something in the subject matter or context is inconsistent therewith):

"Acceleration Notice" has the meaning attributed thereto in Section 9.2.

"Accounting Change" has the meaning attributed thereto in Section 1.4.

"Accounting Change Notice" has the meaning attributed thereto in Section 1.4.

"Adjusted Basis" means, relative to any financial statements or financial results of the Borrower and the Restricted Subsidiaries (or any determination derived therefrom), the financial statements and financial

results of the Borrower and all Restricted Subsidiaries prepared on a consolidated basis using financial information prepared in accordance with GAAP, but disregarding amounts and results attributable to Unrestricted Subsidiaries.

"Adjusted Consolidated EBITDA" means, for any fiscal period and as determined on an Adjusted Basis and without taking into account any extraordinary or nonrecurring gains or losses, the Adjusted Consolidated Net Income of the Borrower for such period: plus, (x) to the extent not included in Adjusted Consolidated Net Income for such period, all dividends or capital distributions paid by any Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary during such period, less, (y) to the extent included in the determination of Adjusted Consolidated Net Income for such period, all non-cash items which increased Adjusted Consolidated Net Income in such period including without limitation, unrealized gains in respect of Hedge Agreements, plus, (z) to the extent deducted in the determination of such Adjusted Consolidated Net Income for such period (without duplication):

- (a) Adjusted Consolidated Interest Expense;
- (b) income taxes (both current and deferred); and
- (c) all non-cash items, including depletion, depreciation and accretion of asset retirement obligations, unrealized losses on Hedge Agreements, non-cash compensation expenses and provisions for the impairment of oil and gas assets; depreciation, depletion and amortization expense;

provided however:

- (i) Adjusted Consolidated EBITDA shall be determined assuming that each Subsidiary of the Borrower which is a Restricted Subsidiary on the last day of the period in which Adjusted Consolidated EBITDA is calculated was a Restricted Subsidiary over the entire period over which Adjusted Consolidated EBITDA is calculated and that any Subsidiary of the Borrower which is an Unrestricted Subsidiary on the last day of the period in respect of which Adjusted Consolidated EBITDA is calculated was an Unrestricted Subsidiary over the entire period over which Adjusted Consolidated EBITDA is calculated; and
- (ii) upon completion of a Material Acquisition or Material Disposition, Adjusted Consolidated EBITDA shall be calculated as if such Material Acquisition or Material Disposition was completed at the beginning of the fiscal period referred to at the beginning of this definition.

"Adjusted Consolidated Interest Expense" means, in respect of any fiscal period and as determined on an Adjusted Basis, total interest expense (including imputed interest on Capital Lease Obligations) of the Borrower during such period with respect to all outstanding indebtedness of the Borrower, including, without limitation, all capitalized interest, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing (pro-rated over the relevant period), the net amount payable or receivable in respect of hedging contracts which relate to interest rate hedges or combined interest rate and foreign exchange hedges and all interest and other charges in respect of any Convertible Debentures; provided, however that Adjusted Consolidated Interest Expense shall be determined assuming that each Subsidiary of the Borrower which is a Restricted Subsidiary on the last day of the period in respect of which Adjusted Consolidated Interest Expense is calculated was a Restricted Subsidiary over the entire fiscal period over which Adjusted Consolidated Interest Expense is calculated and that any Subsidiary of the Borrower which is an Unrestricted Subsidiary on the last day of the fiscal period in respect of which Adjusted Consolidated Interest Expense is calculated was an Unrestricted Subsidiary over the entire fiscal period over which Adjusted Consolidated Interest Expense is calculated.

"Adjusted Consolidated Net Income" means, in respect of any fiscal period, the net income (or loss) of the Borrower after income taxes, as shown on the Borrower's consolidated statement of income prepared in accordance with GAAP for such fiscal period, as adjusted on an Adjusted Basis.

"Adjusted Consolidated Senior Debt" means, at any time and as determined on an Adjusted Basis, Adjusted Consolidated Total Debt excluding Subordinated Debt and Convertible Debentures, as determined using financial information prepared in accordance with GAAP.

"Adjusted Consolidated Senior Debt to EBITDA Ratio" means, as at the end of any Fiscal Quarter, the ratio of Adjusted Consolidated Senior Debt as at the last day of such Fiscal Quarter to Adjusted Consolidated EBITDA for the 12 months ending on the last day of such Fiscal Quarter.

"Adjusted Consolidated Shareholders' Equity" means, as at the end of any Fiscal Quarter, an amount equal to shareholders' equity of the Borrower, as shown on the Borrower's consolidated balance sheet prepared in accordance with GAAP for the period ending at the end of such Fiscal Quarter, as adjusted on an Adjusted Basis.

"Adjusted Consolidated Tangible Assets" means, as at the end of the most recent Fiscal Quarter, an amount equal to the total assets of the Borrower, excluding intangible assets and minority interests, as shown on the Borrower's consolidated balance sheet prepared in accordance with GAAP for the period ending at the end of such Fiscal Quarter, as adjusted on an Adjusted Basis.

"Adjusted Consolidated Tangible Net Worth" means, as at the end of the most recent Fiscal Quarter, an amount equal to Adjusted Consolidated Shareholders' Equity but excluding therefrom any such shareholders' equity attributable to goodwill, trademarks, copyrights and other similar intangible assets, as shown on the Borrower's consolidated balance sheet prepared in accordance with GAAP for the period ending at the end of such Fiscal Quarter, as adjusted on an Adjusted Basis.

"Adjusted Consolidated Total Capitalization" means, at any time, the aggregate of Adjusted Consolidated Total Debt, Convertible Debentures and Adjusted Consolidated Shareholders' Equity.

"Adjusted Consolidated Total Debt" means, at any time and as determined on an Adjusted Basis, all Debt of the Borrower excluding Convertible Debentures.

"Adjusted Consolidated Total Debt to Capitalization Ratio" means, as at the end of any Fiscal Quarter, the ratio of Adjusted Consolidated Total Debt as at the last day of such Fiscal Quarter to Adjusted Consolidated Total Capitalization as at the last day of such Fiscal Quarter.

"Adjusted Consolidated Total Debt to EBITDA Ratio" means, as at the end of each Fiscal Quarter, the ratio of Adjusted Consolidated Total Debt as at the last day of such Fiscal Quarter to Adjusted Consolidated EBITDA for the 12 months ending on the last day of such Fiscal Quarter.

"Adjusted Daily Compounded CORRA" means, for purposes of any calculation, the rate *per annum* equal to (a) Daily Compounded CORRA for such calculation plus (b) the Daily Compounded CORRA Adjustment; provided that, if Adjusted Daily Compounded CORRA as so determined for any day shall be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor for such day.

"Adjusted Financial Statements" means the financial statements (including the notes thereto) of the Borrower, which shall be prepared on an Adjusted Basis and shall include a balance sheet, a statement of earnings (or loss) and a statement of cash flows, together with comparative figures in each case (where a comparative period on an earlier statement exists), all prepared, maintained and stated using financial information prepared in accordance with GAAP applied consistently.

"Adjusted Term CORRA" means, for purposes of any calculation, the rate *per annum* equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that, if the Interest Period with respect to the applicable Term CORRA Loan is a Non-Standard Interest Period, then Adjusted Term CORRA shall be the CORRA Interpolated Rate; and provided further that, if Adjusted Term CORRA as so determined for any day shall be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor for such day.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate *per annum* equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that, if the Interest Period with respect to the applicable SOFR Loan is a Non-Standard Interest Period, then Adjusted Term SOFR shall be the SOFR Interpolated Rate; and provided further that, if Adjusted Term SOFR as so determined above for any day shall be less than the Floor, such rate shall be deemed to be the Floor for such day.

"Administrative Questionnaire" means an administrative questionnaire in the form supplied by the Agent.

"Affiliate" means, with respect to any Person, each other Person that directly or indirectly (through one or more intermediaries or otherwise) controls, is controlled by, or is under common control with, such Person; and a Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly:

- (a) the power to vote more than 50% of the securities (on a fully-diluted basis) having ordinary voting power for the election of directors or managing general partners; or
- (b) the power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agent" means TD in its capacity as administrative agent for the Lenders hereunder, or any Successor Agent appointed under Section 12.10.

"Agent Parties" has the meaning attributed thereto in Section 14.10(b).

"Agent's Accounts" means the following accounts maintained by the Agent at the Agent's Branch, to which payments and transfers under this Agreement are to be effected

- (a) for Cdn. Dollars:
The Toronto-Dominion Bank
[redacted]
- (b) for U.S. Dollars:
Bank of America, New York
[redacted]

and/or such other account or accounts of the Agent as it may from time to time advise the Borrower and the Lenders in writing. *[Commercially sensitive account information redacted]*

"Agent's Branch" means the branch of the Agent at The Toronto-Dominion Bank, *[redacted]* (Telecopy No. *[redacted]*), or such other office or branch in Canada as the Agent may from time to time designate by notice to the Borrower and the Lenders. *[Commercially sensitive contact information redacted]*

"AML Legislation" has the meaning attributed thereto in Section 14.11(a).

"Anti-Corruption Laws" means all laws, rules, and regulations of any Sanctions Authority that apply to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery of government officials or public corruption.

"Applicable Laws" or **"Applicable Law"** means, in relation to any Person, transaction or event:

- (a) all applicable provisions of laws, statutes, rules and regulations from time to time in effect of any Governmental Authority; and
- (b) all Governmental Authorizations to which such Person is a party or by which it or its property is bound or having application to such transaction or event.

"Applicable Pricing Margin" means, in respect of any Loan or the standby fees payable under Section 3.6, the percentage rate *per annum* set forth opposite the applicable Adjusted Consolidated Total Debt to EBITDA Ratio:

Level	Adjusted Consolidated Total Debt to EBITDA Ratio	Margin on SOFR Loans and CORRA Loans / LC Fee	Margin on Prime Loans and USBR Loans	Standby Fee
1	≤0.50:1.00	[redacted]	[redacted]	[redacted]
2	>0.50:1.00≤1.00:1.00	[redacted]	[redacted]	[redacted]
3	>1.00:1.00≤1.75:1.00	[redacted]	[redacted]	[redacted]
4	>1.75:1.00≤2.25:1.00	[redacted]	[redacted]	[redacted]
5	>2.25:1.00≤3.00:1.00	[redacted]	[redacted]	[redacted]
6	>3.00:1.00	[redacted]	[redacted]	[redacted]

[Commercially sensitive rates redacted]

provided that:

- (a) the above rates *per annum* applicable to SOFR Loans are expressed on the basis of a year of 360 days;
- (b) the above rates *per annum* applicable to Loans other than SOFR Loans are expressed on the basis of a year of 365 days;
- (c) the LC Fee for Letters of Credit which are not "direct credit substitutes" (as determined by the Fronting Lender or the Operating Facility Lender, as applicable, each acting reasonably) within the meaning of the Capital Adequacy Requirements shall be two-thirds of the applicable LC Fee specified above; provided that if any such Letter of Credit is determined by the Office of the Superintendent of Financial Institutions Canada to be a "direct credit substitute" after the issuance thereof, the Applicable Pricing Margin shall be adjusted to [redacted]% of the applicable rates described above with retroactive effect to the date of issuance and the incremental issuance fee payable for the period from the date of issuance to the date of such determination shall be payable on the third Banking Day of the next Fiscal Quarter;
- (d) the standby fee for each Credit Facility will accrue on the daily undrawn portion of such Credit Facility, and will be payable quarterly in arrears;
- (e) any change in the Applicable Pricing Margin due to a change in the ratio of Adjusted Consolidated Total Debt to EBITDA shall become effective on the first day of the calendar month immediately following the date on which the Borrower delivers the Financial Statements (and applicable Compliance Certificate) which reflect such ratio of Adjusted Consolidated Total Debt to EBITDA; provided that if the Borrower fails to deliver the applicable Financial Statements and Compliance Certificate within the time permitted by Sections 7.1(a), 7.1(b) and 7.1(c), then the Applicable Pricing Margin for all Credit Facilities shall be based upon Level 5 for the period from the latest date permitted hereunder for delivery of such Financial Statements and Compliance Certificate until the date of delivery thereof;

- (f) the Applicable Pricing Margin will be increased or decreased (if applicable) by the Applicable Sustainability Adjustment as in effect from time to time; and, subject to part (f) above, any change in the Applicable Pricing Margin due to a change in the Applicable Sustainability Adjustment shall become effective on the applicable Sustainability Adjustment Date; and
- (g) during the continuance of an Event of Default, the Applicable Pricing Margin for the Outstanding Principal for all Credit Facilities shall be the Applicable Pricing Margin plus *[redacted]*% *per annum*.

[Commercially sensitive rates redacted]

"Applicable Sustainability Adjustment" means, for any Sustainability Adjustment Period, an adjustment to the Applicable Pricing Margin for such Sustainability Adjustment Period based on the below table, as determined by reference to the SMS set forth in the most recent Sustainability Pricing Certificate delivered by the Borrower pursuant to Section 7.1(l):

SMS Category	SMS	Adjustment in Applicable Pricing Margin (expressed as a percentage rate <i>per annum</i>)	
		Margin on Prime Loans, USBR Loans, CORRA Loans and SOFR Loans / LC Fee	Standby Fee
1	<i>[redacted]</i>	<i>[redacted]</i>	<i>[redacted]</i>
2	<i>[redacted]</i>	<i>[redacted]</i>	<i>[redacted]</i>
3	<i>[redacted]</i>	<i>[redacted]</i>	<i>[redacted]</i>
4	<i>[redacted]</i>	<i>[redacted]</i>	<i>[redacted]</i>
5	<i>[redacted]</i>	<i>[redacted]</i>	<i>[redacted]</i>

provided that:

- (a) if the ESG Agency shall not have in effect an SMS for the Borrower (other than by reason of the circumstances referred to in part (b) below), then the ESG Agency shall be deemed to have established an SMS in SMS Category 3; and
- (b) if the ESG Agency (i) is no longer able to issue an SMS, (ii) notifies the Borrower, or makes an announcement to the effect, that it will no longer issue the SMS or (iii) materially changes the methodology in which it determines the SMS, then in any such case the Borrower or the Agent may request that the Borrower and the Co-Sustainability Structuring Agents negotiate in good faith (for a period of no more than 30 consecutive days, or such longer period as may be mutually agreed by the Borrower and the Agent) to amend the definition of ESG Agency and/or provide for a substitute basis for determining the SMS and, pending the effectiveness of any such amendment, the Applicable Sustainability Adjustment shall be determined by reference to the SMS most recently in effect prior to such change or cessation; provided that (i) if agreement is reached between the Borrower and the Co-Sustainability Structuring Agents during such negotiation period, such amendment or substitute basis must be approved by the Majority Lenders and (ii) if no agreement can be reached between the Borrower and the Co-Sustainability Structuring Agents during such negotiation period or no approval of the Majority Lenders can be obtained with respect to such agreement, the Applicable Sustainability Adjustment shall

cease to apply to the Applicable Pricing Margin from and after the last day of such negotiation period; and

- (c) each such adjustment to the Applicable Pricing Margin shall become effective in accordance with part (g) of the proviso immediately below the pricing table in the definition of "Applicable Pricing Margin".

[Commercially sensitive rates redacted]

"Assigned Interests" has the meaning attributed thereto in Section 2.2(e).

"Assignment Agreement" means an assignment agreement substantially in the form of Schedule F, with such modifications thereto as may be required from time to time by the Agent, acting reasonably.

"Available Tenor" means, as of any date of determination and with respect to any then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or any component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 10.4(d).

"Banking Day" means any day other than a Saturday or a Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Calgary, Toronto or New York; provided, that, when used in connection with a SOFR Loan, or any other calculation or determination involving SOFR, the term "Banking Day" means any such day that is also a U.S. Government Securities Business Day.

"Basel III" means, collectively, the agreements on capital requirements, leverage ratios and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, modified, supplemented, reissued or replaced from time to time, and "Basel III: The liquidity coverage ratio and liquidity risk monitoring tools" published by the Basel Committee on Banking Supervision in January 2013, as amended, modified, supplemented, reissued or replaced from time to time.

"Benchmark" means, initially, (a) in respect of any SOFR Loan, the Term SOFR Reference Rate, (b) in respect of any Term CORRA Loan, the Term CORRA Reference Rate and (c) in respect of any Daily Compounded CORRA Loan, CORRA; provided in each case that if a Benchmark Transition Event has occurred with respect to any then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 10.4(a).

"Benchmark Fallback Loans" means (a) in respect of any SOFR Loans, USBR Loans, (b) in respect of any Term CORRA Loans, Daily Compounded CORRA Loans and (c) in respect of any Daily Compounded CORRA Loans, Prime Loans.

"Benchmark Loan" means any Loan that bears interest with reference to any Benchmark (or any Benchmark Replacement thereof).

"Borrower" means PrairieSky Royalty Ltd., a corporation subsisting under the Province of Alberta, and its permitted successors and assigns.

"Borrower's Accounts" means the accounts of the Borrower maintained at such branch or office of the Agent in Canada as the Borrower may from time to time designate with the concurrence of the Agent.

"Borrower's Counsel" means [redacted] or any other barrister or solicitor or firm of barristers and solicitors or other lawyers in an appropriate jurisdiction retained by the Borrower or employed by the Borrower and acceptable to the Agent, acting reasonably. [Confidential information redacted]

"Budget" means a one year consolidated operating and capital budget for the Borrower.

"Capital Adequacy Requirements" means the Guideline dated October 31, 2023, entitled "Capital Adequacy Requirements (CAR)" issued by the Office of the Superintendent of Financial Institutions Canada and all other guidelines or requirements relating to capital adequacy issued by the Office of the Superintendent of Financial Institutions Canada or any other Governmental Authority regulating or having jurisdiction with respect to any Lender, as amended, modified, supplemented, reissued or replaced from time to time.

"Capital Lease Obligations" means the obligations of the Borrower or any Subsidiary to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property which obligations are required to be classified and accounted for as a capital lease on a consolidated balance sheet of the Borrower and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof; provided that Capital Lease Obligations shall exclude obligations under operating leases, including any present or future lease that would have been characterized as an operating lease under GAAP as in effect on December 31, 2017.

"Cash Management Arrangements" means any arrangement entered into or to be entered into by the Borrower or any Subsidiary with any Cash Management Lender for or in relation to (i) any corporate credit card facilities for commercial purposes and (ii) cash management and centralized operating accounts, including mirror accounting arrangements, account positioning arrangements, or pooled accounts and netting arrangements across accounts for the Borrower or any Subsidiary.

"Cash Management Documents" means, collectively, all agreements, instruments and other documents which evidence, establish, govern or relate to any or all of the Cash Management Arrangements.

"Cash Management Lender" means any Lender or its Affiliate which is the provider of Cash Management Arrangements to the Borrower and its Subsidiaries and its successors in such capacity.

"Cash Management Obligations" means, at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower or any Subsidiary to any Cash Management Lender under, pursuant or relating to the Cash Management Arrangements or Cash Management Documents and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable by the Borrower or any Subsidiary under the Cash Management Arrangements or Cash Management Documents; in any event, and notwithstanding anything herein to the contrary, Cash Management Obligations shall include the obligations, indebtedness and liabilities of the Borrower and any Subsidiary to the Cash Management Lenders for or in relation to (a) daylight credit associated with wire transfers; (b) daylight credit associated with inter-account transfers; and (c) daylight credit for foreign exchange settlement.

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

"Co-Sustainability Structuring Agents" means, collectively, TD Securities and RBC Capital Markets in their respective capacities as co-sustainability structuring agents under this Agreement, and includes their respective successors and permitted assigns in such capacities.

"Change of Control" means any circumstances arising after the date hereof in which a Person or combination of Persons acting jointly or in concert (within the meaning of the *Securities Act (Alberta)*, as amended) acquires beneficial ownership of more than 50% of the Voting Shares in the Borrower, or otherwise acquires any rights for the election of directors or equivalent management of the Borrower or under ordinary circumstances.

"Commitment" means:

- (a) in relation to a Syndicated Facility Lender, its Syndicated Facility Commitment; and
- (b) in relation to the Operating Facility Lender, its Operating Facility Commitment.

"Compliance Certificate" means an Officer's Certificate in substantially the form attached as Schedule B, relating to certain compliance matters.

"Conforming Changes" means, with respect to either the use or administration of any Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions of "Prime Rate", "USBR," "Banking Day," "U.S. Government Securities Business Day," "Interest Period", "Interest Payment Date" or any similar or analogous definition in respect of the foregoing, the timing and frequency of determining rates and making payments of interest, the timing of Notices of Drawdown or Notices of Rollover/Conversion/Repayment, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters,) that the Agent decides, acting reasonably, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides, acting reasonably, is necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consolidated Tangible Assets" means, as at the end of the most recent Fiscal Quarter for which Financial Statements have been provided to the Agent, an amount equal to the total assets of the Borrower, excluding intangible assets and minority interests, as shown on the Borrower's consolidated balance sheet prepared in accordance with GAAP for the period ending at the end of such Fiscal Quarter.

"Conversion" means a conversion or deemed conversion of a Loan under a Credit Facility into another type of Loan under the same Credit Facility pursuant to the provisions hereof; provided that the conversion of a Loan denominated in one currency to a Loan denominated into another currency shall be effected by repayment of the Loan or portion thereof being converted in the currency in which it was denominated and a readvance to the Borrower of the Loan into which such conversion was made.

"Conversion Date" means the date on which a Conversion occurs.

"Convertible Debentures" means any convertible subordinated debentures or notes issued, created, incurred or assumed by the Borrower which have all of the following characteristics:

- (a) a final maturity or due date in respect of repayment of principal extending beyond the latest Credit Facility Maturity Date of any Lender under this Agreement in effect at the time such debentures or notes are issued, created, incurred or assumed;
- (b) no scheduled or mandatory payment or repurchase of principal thereunder (other than acceleration following an event of default in regard thereto or payment which can be satisfied by the delivery of common shares of the Borrower as contemplated in paragraph (f) of this definition and other than on a change of control of the Borrower where a Change of Control also occurs by reason of the definition thereof in this Agreement) prior to the latest Credit Facility Maturity Date of any Lender

under this Agreement in effect at the time such debentures or notes are issued, created, incurred or assumed;

- (c) upon and during the continuance of a Default, an Event of Default or acceleration of the time for repayment of any Loan Indebtedness, Cash Management Obligations or Lender Hedge Obligations which has not been rescinded, (i) all amounts payable in respect of principal, premium (if any) or interest under such debentures or notes are subordinate and junior in right of payment to all such Loan Indebtedness and (ii) no enforcement steps or enforcement proceedings may be commenced in respect of such debentures or notes;
- (d) upon distribution of the assets of the Borrower on any dissolution, winding up, total liquidation or reorganization of the Borrower (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of such Person, or otherwise), all Loan Indebtedness, Cash Management Obligations and Lender Hedge Obligations shall first be paid in full, or provisions made for such payment, before any payment is made on account of principal, premium (if any) or interest payable in regard to such debentures or notes;
- (e) the occurrence of a Default or Event of Default hereunder or the acceleration of the time for repayment of any of the Loan Indebtedness, Cash Management Obligations or Lender Hedge Obligations or enforcement of the rights and remedies of the Agent, the Lenders, the Cash Management Lenders or the Lender Hedge Providers hereunder or under any other Loan Document, Cash Management Document or Lender Hedge Agreement shall not in and of themselves:
 - (i) cause a default or event of default (with the passage of time or otherwise) under such debentures or notes or the indenture governing the same; or
 - (ii) cause or permit the obligations under such debentures or notes to be due and payable prior to the stated maturity thereof;

provided however that, notwithstanding the foregoing provisions of subparagraph (e) (but, for certainty, without limiting or affecting in any manner whatsoever the other provisions of this definition), such debentures and the indenture or agreement governing the same may provide that an event of default under another indenture, agreement or instrument evidencing indebtedness for borrowed money of the Borrower or a Restricted Subsidiary which has resulted in (A) indebtedness for borrowed money thereunder in excess of the Threshold Amount being accelerated and (B) the holders of such indebtedness being entitled to commence, and such holders having commenced, the enforcement of the security they hold for such indebtedness (if any) or the exercise of any other creditors' remedies to collect such indebtedness, may constitute an "event of default" under and as defined in such debentures and indenture or agreement governing the same; and

- (f) except during an event of default under the indenture or agreement governing such debentures or notes, payments of interest or principal due and payable under such debentures or notes can be satisfied at maturity, at the option of the Borrower, by delivering common shares of the Borrower in accordance with the indenture or agreement governing such debentures or notes (whether such units are received by the holders of such debentures or notes as payment or are sold by a trustee or representative under such indenture or agreement to provide cash for payment to holders of such debentures or notes).

"CORRA" means the Canadian Overnight Repo Rate Average administered and published by the CORRA Administrator.

"CORRA Administrator" means the Bank of Canada, or any successor administrator of the Canadian Overnight Repo Rate Average.

"CORRA Interpolated Rate" means, for any Term CORRA Loan for a Non-Standard Interest Period, the rate *per annum* determined by the Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) Adjusted Term CORRA for the longest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term CORRA is available that is shorter than the Non-Standard Interest Period of such Term CORRA Loan and (b) Adjusted Term CORRA for the shortest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term CORRA is available that exceeds the Non-Standard Interest Period of such Term CORRA Loan, at such time; provided that when determining the CORRA Interpolated Rate for a Non-Standard Interest Period which is less than one month, the CORRA Interpolated Rate shall be deemed to be Adjusted Term CORRA for an Interest Period of one month's duration.

"CORRA Loans" means, collectively, Term CORRA Loans and Daily Compounded CORRA Loans.

"Credit Facilities" means, collectively, the Syndicated Facility and the Operating Facility, and **"Credit Facility"** means any one of such credit facilities.

"Credit Facility Maturity Date" means, with respect to the Syndicated Facility and the Operating Facility, February 28, 2025, provided that such date may be extended or accelerated pursuant to the provisions hereof, and if there are Non-Extending Lenders, there will be different Credit Facility Maturity Dates among the Lenders as provided for in Section 2.2.

"Daily Compounded CORRA" means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a five (5) Banking Day lookback period without observational shift) being established by the Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Agent decides that any such methodology or convention is not administratively feasible for the Agent, then the Agent may establish another methodology or convention in its discretion, acting reasonably; and provided that if the CORRA Administrator has not provided or published CORRA and a Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

"Daily Compounded CORRA Adjustment" means *[redacted]% ([redacted] basis points) per annum* for an Interest Period of one-month's duration, and *[redacted]% ([redacted] basis points) per annum* for an Interest Period of three-months' duration.

"Daily Compounded CORRA Loan" means a Loan that bears interest at a rate based on Adjusted Daily Compounded CORRA.

"DBRS" means Morningstar DBRS, a division of DBRS Limited, and its successors.

"Debt" means, in respect of the Borrower, all obligations, indebtedness and liabilities in respect of borrowed money which in accordance with GAAP would be recorded in the Borrower's consolidated Financial Statements and in any event including (without duplication):

- (a) Loan Indebtedness under the Credit Facilities except Letters of Credit issued thereunder which support obligations which would not otherwise constitute Debt within the meaning of this definition;
- (b) obligations arising pursuant to bankers' acceptance facilities, note purchase facilities and commercial paper programs, or the stated amount of letters of credit, letters of guarantee and surety bonds supporting obligations which would otherwise constitute Debt within the meaning of this definition or indemnities issued in connection therewith;
- (c) obligations that are evidenced by bonds, debentures, notes or other similar instruments (whether or not with respect to the borrowing of money);

- (d) obligations, indebtedness and liabilities secured by a Lien on any owned property, whether or not assumed where such obligations, indebtedness and liabilities would otherwise constitute Debt within the meaning of this definition;
- (e) Capital Lease Obligations;
- (f) obligations for the deferred purchase price of property or services which remains unpaid after the expiry of a customary time period for payment (not to exceed 90 days) and is represented by a note or other evidence of indebtedness; and
- (g) obligations under guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the indebtedness or other obligations of any other Person which would otherwise constitute Debt within the meaning of this definition and all other obligations incurred for the purpose of or having the effect of providing financial assistance to another Person in respect of such Debt obligations, including endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business) and supporting obligations which would otherwise constitute Debt within the meaning of this definition.

"Default" means any event or condition which, with the giving of notice, lapse of time or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

"Defaulting Lender" means any Lender:

- (a) that has failed to fund any payment or its portion of any Loans required to be made by it hereunder;
- (b) that has notified the Borrower, the Agent or any Lender (verbally or in writing) that it does not intend to or is unable to comply with any of its funding obligations under this Agreement or has made a public statement to that effect or to the effect that it does not intend to or is unable to fund advances generally under credit arrangements to which it is a party;
- (c) that has failed, within 3 Banking Days after request by the Agent or the Borrower, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans;
- (d) that has otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within 3 Banking Days of the date when due, unless the subject of a good faith dispute;
- (e) in respect of which a Lender Insolvency Event or a Lender Distress Event has occurred in respect of such Lender or its Lender Parent; or
- (f) that is generally in default of its obligations under other existing credit loan documentation under which it has commitments to extend credit.

"Designated Lending Branch" means, in relation to a Lender, the branch or office designated from time to time in writing to the Agent by such Lender as the branch or office from which such Lender funds its pro rata share of the Loans and to which the Agent is to forward payments made by the Borrower hereunder, the initial branch or office being as set forth in such Lender's Administrative Questionnaire.

"Distribution" means:

- (a) any declaration, order or payment of dividends or other capital distributions by the Borrower other than stock dividends;
- (b) any redemption, retraction, purchase or other acquisition of shares or partnership interests, directly or indirectly, in the capital of the Borrower; or

- (c) any transfer of property by the Borrower or any Restricted Subsidiary for a consideration less than fair market value to a shareholder of the Borrower or an Affiliate of such shareholder (other than the Borrower or a Subsidiary thereof).

"Drawdown" means the advance of any Loan which results in an increase in the Outstanding Principal.

"Drawdown Date" means the date on which a Drawdown occurs.

"Effective Date" means the date on which all of the conditions precedent set forth in Section 8.1 have been satisfied or waived in writing by the Lenders in accordance with Section 8.3.

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

"Environment" means each and every component of the earth, including all layers of the atmosphere, air, land (including all underground spaces and cavities and all lands submerged under water), soil, water (including surface and underground water), organic and inorganic matter and living organisms, and the interacting natural systems that include the components referred to in this definition.

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

- (a) any claim by a Governmental Authority for enforcement, clean-up, removal, response, remedial or other actions or damages pursuant to any Environmental Laws; and
- (b) any claim by a Person seeking damages, contribution, indemnification, cost recovery, compensation or injunctive or other relief resulting from or relating to Hazardous Materials, including any Release thereof, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the Environment.

"Environmental Laws" means all Applicable Laws relating, in whole or in part, to the protection or enhancement of the Environment, including with respect to occupational safety, product liability, public health, public safety and transportation or handling of dangerous goods.

"Equivalent Amount" in one currency (the **"First Currency"**) of an amount in another currency (the **"Other Currency"**) means, as of the date of determination, the amount of the First Currency which would be required to purchase such amount of the Other Currency at the Exchange Rate.

"Erroneous Payment" has the meaning attributed thereto in Section 12.16(a).

"Erroneous Payment Deficiency Assignment" has the meaning attributed thereto in Section 12.16(d).

"Erroneous Payment Impacted Facilities" has the meaning attributed thereto in Section 12.16(d).

"Erroneous Payment Return Deficiency" has the meaning attributed thereto in Section 12.16(d).

"Erroneous Payment Subrogation Rights" has the meaning attributed thereto in Section 12.16(d).

"ESG Agency" means Sustainalytics, a Morningstar company, or any other internationally recognized independent provider of environmental, social and governance ratings mutually agreed between the Borrower and the Co-Sustainability Structuring Agents in accordance with, and subject to the provisions of, the definition of "Applicable Sustainability Adjustment".

"ESG Rating Report" means an environmental, social and governance risk rating report (full and summary) provided by the ESG Agency to the Borrower and which includes the SMS.

"Event of Default" means each of the events described in Section 9.1.

"Exchange Rate" means the average exchange rate quoted by the Bank of Canada at approximately the close of business on the Banking Day that such determination is required to be made (or, if such determination is required to be made before close of business on such Banking Day, then at approximately close of business on the immediately preceding Banking Day); provided that, in either case, if no such rate is quoted, it shall mean the spot rate of exchange for wholesale transactions quoted by the Agent at approximately noon (Toronto time) on such date of determination in accordance with its normal practice or, if such date of determination is not a Banking Day, on the Banking Day immediately preceding such date of determination.

"Excluded Taxes" means: (a) all taxes on, based on, measured by or with respect to the Agent's or a Lender's net or gross income, gains, capital, receipts, franchises, excess profits or conduct of business (unless such taxes are in lieu of any Taxes the Borrower or a Subsidiary Guarantor would otherwise be required to pay hereunder) that are taxes imposed in a jurisdiction as a consequence of the Agent or applicable Lender carrying on a trade or business or having a permanent establishment in that jurisdiction or otherwise being organized under the laws of or being a resident in that jurisdiction, (b) all U.S. federal withholding Taxes imposed under FATCA, and any Taxes or penalties arising from a Lender's failure to properly comply with such Lender's obligations imposed under the *Canada-United States Enhanced Tax Information Exchange Agreement Implementation Act* (Canada) and the *Income Tax Act* (Canada) or the similar provisions of legislation of any other jurisdiction that has entered into an agreement with the United States of America to provide for the implementation of FATCA-based reporting in that jurisdiction, (c) Taxes payable as a result of a Lender being a specified non-resident shareholder of the Borrower or a Subsidiary Guarantor or a non-resident Person who does not deal at arm's length with a specified shareholder of the Borrower or a Subsidiary Guarantor, both for the purposes of subsection 18(5) of the *Income Tax Act* (Canada), and (d) any withholding Taxes payable as a result of a Lender not dealing at arm's length with the Borrower or a Subsidiary Guarantor within the meaning of the *Income Tax Act* (Canada).

"Existing Credit Agreement" means the credit agreement dated May 15, 2018 among the Borrower, the lenders party thereto, and the Agent, as amended, restated, supplemented or otherwise modified prior to the Effective Date.

"Extending Lenders" has the meaning attributed thereto in Section 2.2(b).

"Extension Request" means a written request from the Borrower to the Agent substantially in the form attached as Schedule C, requesting an extension of the Credit Facility Maturity Date for the Credit Facilities.

"Federal Funds Rate" means, for any day, the rate *per annum* calculated by the Federal Reserve Bank of New York, based on such day's federal funds transactions by depository institutions, as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time and as published on the next succeeding Banking Day by the Federal Reserve Bank of New York as the federal funds effective rate, or, if such day is not a Banking Day, such rate for the immediately preceding Banking Day for which the same is published or, if such rate is not so published for any day that is a Banking Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day on such transactions received by or on behalf of the Agent; provided that if the Federal Funds Rate calculated for any purpose would be less than the Floor on any day, then such rate shall be deemed to be the Floor for such purpose for such day.

"Financial Assistance" means providing or agreeing to provide (either directly or indirectly) financial assistance to any Person primarily for the purpose of enabling such Person to incur or pay Debt or comply with any agreement(s) relating to Debt, including financial assistance by way of a loan, guarantee, indemnity, share purchase, equity contribution or any credit support arrangement of any nature whatsoever.

"Financial Calculation" has the meaning attributed thereto in Section 1.4.

"Financial Statements" means the financial statements (including the notes thereto) of the Borrower, which shall be consolidated (unless expressly provided otherwise) and shall include a balance sheet, a statement of earnings (or loss) and a statement of cash flows, together with comparative figures in each case (where a comparative period on an earlier statement exists), all prepared, maintained and stated in accordance with GAAP applied consistently.

"Fiscal Quarter" means a three month period ending on March 31, June 30, September 30 or December 31 of a Fiscal Year.

"Fiscal Year" means a twelve month period ending on December 31.

"Floor" means *[redacted]% per annum. [Commercially sensitive rate redacted]*

"Fronted Letter of Credit" means a Letter of Credit issued by a Fronting Lender.

"Fronting Fee" means the fee charged by a Fronting Lender for issuing a Fronted Letter of Credit at a rate *per annum* as is agreed in writing between the Borrower and such Fronting Lender from time to time.

"Fronting Lenders" means TD or such other Syndicated Facility Lender(s) as may be selected by the Agent and the Borrower, with the concurrence of such other Lender, which assumes in writing with the Borrower the obligations of issuing Fronted Letters of Credit on behalf of the Syndicated Facility Lenders under the Syndicated Facility, and **"Fronting Lender"** means any one of them as the context requires; provided that there shall be no more than two Fronting Lenders at any time which issues Fronted Letters of Credit at the request of the Borrower (excluding pre-existing Fronted Letters of Credit issued by a pre-existing Fronting Lender).

"GAAP" means generally accepted accounting principles in effect from time to time employed by the Borrower in its publicly filed financial statements from time to time in accordance with requirements of applicable securities regulators and which may include, for certainty, IFRS (to the extent adopted by the Chartered Professional Accountants of Canada) or generally accepted accounting principles in the United States of America.

"Governmental Authority" means:

- (a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances;
- (b) any Person acting under the authority of any of the foregoing or under a statute, rule or regulation thereof; and
- (c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

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

"Hazardous Materials" means any and all hazardous substances, toxic waste, contaminants, pollutants or related materials, any products of waste, or any other contaminants, pollutants, substances or products declared to be waste, hazardous or toxic under Environmental Laws.

"Hedge Agreement" means:

- (a) any contract for the sale, purchase, or exchange or for future delivery of foreign currency (whether or not the subject currency is to be delivered or exchanged), hedging contract, forward contract, swap agreement, futures contract, or other foreign exchange protection agreement or option with respect to any such transaction, designed to hedge against fluctuations in foreign exchange rates;
- (b) any contract for a rate swap, rate cap, rate floor, rate collar, forward rate agreement, futures or other rate protection agreement or option with respect to any such transaction, designed to hedge against fluctuations in interest rates;
- (c) any contract for a physical or financial commodity swap or other protection agreement which establishes a fixed commodity price or a minimum or maximum commodity price and which is transacted primarily for the purpose of and is designed to hedge against fluctuations in commodity prices (and, for certainty, excludes any physical sales and purchases of commodities in the ordinary course of business); or
- (d) any other derivative agreement or other similar agreement or arrangements.

"Hedge Obligations" means obligations arising under any Hedge Agreement to the extent of the net amount due or accruing due by the Borrower or a Restricted Subsidiary thereunder.

"IFRS" means International Financial Reporting Standards including International Accounting Standards and Interpretations together with their accompanying documents which are set by the International Accounting Standards Board and its interpretative body, the International Financial Reporting Interpretations Committee.

"Indemnified Parties" has the meaning attributed thereto in Section 11.2.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Independent Engineering Report" means a report, in form satisfactory to the Agent, acting reasonably, prepared by an Independent Petroleum Engineer, which report shall, as of the date of such report, contain an estimate of the P&NG Rights of the Loan Parties which are the subject matter of that report.

"Independent Petroleum Engineer" means any qualified Person carrying on the business of estimating the value of P&NG Rights, who is appointed by the Borrower and who is satisfactory to the Agent, acting reasonably, and who is in fact independent, provided that such Person may be regularly retained by the Borrower.

"Interest Payment Date" means:

- (a) in relation to a Prime Loan, USBR Loan or Letter of Credit, the third Banking Day following the end of each Fiscal Quarter; and
- (b) in relation to a CORRA Loan or SOFR Loan, the last day of each applicable Interest Period and, if any Interest Period is longer than three months, the last Banking Day of each such three month period during such Interest Period.

"Interest Period" means:

- (a) in respect of each SOFR Loan, a period of one, three or six months or such other period not exceeding six months as may be agreed to by the Agent and all of the Lenders (in each case, subject to the market availability thereof), with respect to such SOFR Loan; and

- (b) in respect of each CORRA Loan, a period of one or three months or such other period not exceeding three months as may be agreed to by the Agent and all of the Lenders (in each case, subject to the market availability thereof), with respect to such CORRA Loan;

provided that (i) the Interest Period shall commence on the date of a Drawdown or Rollover of or a Conversion to a Benchmark Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the next preceding Interest Period expires; (ii) if any Interest Period would otherwise expire on a day that is not a Banking Day, such Interest Period shall expire on the next succeeding Banking Day; (iii) that if any Interest Period with respect to a Benchmark Loan would otherwise expire on a day that is not a Banking Day but is a day of the month after which no further Banking Day occurs in such month, such Interest Period shall expire on the next preceding Banking Day; (iv) any Interest Period with respect to a Benchmark Loan that begins on the last Banking Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Banking Day of the relevant calendar month at the end of such Interest Period; (v) no Interest Period shall extend beyond the Credit Facility Maturity Date; and (vi) no tenor that has been removed from this definition pursuant to Section 10.4(d) shall be available for specification in such Notice of Drawdown or Notice of Rollover/Conversion/Repayment.

"Investment Grade" means, with respect to a successor entity in accordance with Section 7.3(d), a senior unsecured long term debt rating of not lower than BBB- by S&P and Baa3 by Moody's.

"LC Fee" means the fee charged by the Operating Facility Lender or the Syndicated Facility Lenders for issuing a Letter of Credit under Section 4.1.

"Lead Arranger" means TD Securities.

"Lender Distress Event" means, in respect of a given Lender, such Lender or its Lender Parent: (a) is subject to a forced liquidation, merger, sale or other change of control supported in whole or in part by guarantees or other support (including the nationalization or assumption of ownership or operating control by the Government of the United States, Canada or any other Governmental Authority); or (b) is otherwise adjudicated as, or determined to be, insolvent or bankrupt, in each case, by any Governmental Authority having regulatory authority over such Lender or Lender Parent or their respective assets; provided that, for certainty, a Lender Distress Event shall not have occurred solely by virtue of the ownership or acquisition of any equity interest in such Lender or its Lender Parent by any Governmental Authority so long as ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

"Lender Hedge Agreement" means any Hedge Agreement entered into by the Borrower or a Restricted Subsidiary with a Lender Hedge Provider (regardless of whether such Lender Hedge Provider ceases to be a Lender after such Hedge Agreement is entered into), but excluding any Hedge Agreement entered into by a Lender or its Affiliate after such Lender ceases to be a Lender hereunder.

"Lender Hedge Obligations" means Hedge Obligations arising under any Lender Hedge Agreement.

"Lender Hedge Provider" means any Lender or its Affiliate which enters into a Hedge Agreement with the Borrower or a Restricted Subsidiary.

"Lender Insolvency Event" means, in respect of a given Lender, such Lender or its Lender Parent:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent, is deemed insolvent by Applicable Law or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) (i) institutes, or has instituted against it by a regulator, supervisor or any similar Governmental Authority with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, (A) a proceeding pursuant to which such Governmental Authority takes control of such Lender's or Lender Parent's assets, (B) a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors' rights, or (C) a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar Governmental Authority; or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or a substantial portion of all of its assets;
- (g) has a secured party take possession of all or a substantial portion of all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within 15 days thereafter;
- (h) causes or is subject to any event with respect to it which, under the Applicable Law of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (g) above, inclusive; or
- (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing.

"Lender Parent" means any person that directly or indirectly controls a Lender and, for the purposes of this definition, "control" shall have the same meaning as set forth in the definition of "Affiliate" contained herein.

"Lenders" means the Persons named on the signature pages hereto as Lenders and any other Persons which become party to this Agreement as Lenders pursuant to Article 13 and their respective successors and permitted assigns and includes the Syndicated Facility Lenders and the Operating Facility Lender, and **"Lender"** means any one of them, as the context requires; provided that **"Lenders"** shall exclude the Operating Facility Lender where the context relates only to the Syndicated Facility.

"Letter of Credit" or **"LC"** means a standby or documentary letter of credit or letter of guarantee in Cdn. Dollars or U.S. Dollars issued by the Operating Facility Lender or a Fronting Lender at the request of the Borrower pursuant to this Agreement.

"Lien" means any mortgage, charge, pledge, lien, hypothec, assignment by way of security, lease, conditional sale or title retention agreement (including a lease that creates Capital Lease Obligations), security created under the *Bank Act* (Canada) or any other encumbrance or security interest, howsoever created or arising, whether fixed or floating, legal or equitable, perfected or otherwise, and any other interest

in property or assets that secures payment or performance of an obligation, but does not include: (a) a right of set-off, unless such right is intended to secure payment or performance of an obligation; (b) any lease which does not create or evidence Capital Lease Obligations; or (c) any absolute assignment of accounts.

"Loan" means a Prime Loan, a USBR Loan, a CORRA Loan, a SOFR Loan, a Letter of Credit or (if applicable) any other Benchmark Loan.

"Loan Documents" means this Agreement, the Restricted Subsidiary Guarantees and all other agreements, instruments and documents contemplated or provided for hereunder or thereunder (excluding any Cash Management Documents or Lender Hedge Agreements).

"Loan Indebtedness" means the aggregate, at any time, of:

- (a) all Outstanding Principal;
- (b) all accrued and unpaid interest including interest on overdue and unpaid interest payable by the Borrower hereunder; and
- (c) all fees, indemnities and other amounts payable by the Borrower hereunder or under the other Loan Documents.

"Loan Parties" means the Borrower and the Restricted Subsidiaries, and **"Loan Party"** means any one of them.

"Majority Lenders" means:

- (a) during the continuance of a Default or Event of Default, Lenders owed at least 66⅔% of the Equivalent Amount in Cdn. Dollars of the aggregate Outstanding Principal at such time; and
- (b) at any other time, Lenders holding at least 66⅔% of the Total Commitment at such time.

"Material Acquisition" means any acquisition (including one which is completed by way of a series of related transactions) by the Borrower or any Restricted Subsidiary of shares or other assets which increases the Adjusted Consolidated Tangible Assets by more than 10%.

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

- (a) the financial condition of the Borrower and the Restricted Subsidiaries taken as a whole;
- (b) the Borrower and the Restricted Subsidiaries' collective ability to perform any of their material obligations under the Loan Documents to which any of them is a party;
- (c) the validity or enforceability of any material provision of the Loan Documents; or
- (d) any material rights or remedies of the Agent and the Lenders under any of the Loan Documents.

"Material Disposition" means any disposition (including one which is completed by way of a series of related transactions) by the Borrower or any Restricted Subsidiary of shares or other assets which decreases the Adjusted Consolidated Tangible Assets by more than 10%.

"Material Restricted Subsidiary" means:

- (a) any Restricted Subsidiary whose total consolidated assets (exclusive of: (i) equity interests of any Subsidiary of such Restricted Subsidiary and (ii) intercompany receivables owed to such Restricted

Subsidiary by an Affiliate of such Restricted Subsidiary) is greater than 10% of the total consolidated assets of the Borrower or whose consolidated total revenues, net of royalties (if applicable), are greater than 10% of the consolidated total revenues, net of royalties, of the Borrower; and

- (b) any other Restricted Subsidiary of the Borrower which the Borrower, by written notice to the Agent, designates as a Material Restricted Subsidiary.

"Minor Title Defects" means minor defects or irregularities in the title of the Borrower or any Material Restricted Subsidiary to any property which do not in aggregate materially adversely affect the marketability of that title or the right of the Borrower or any Material Restricted Subsidiary to receive its share of the production or royalties generated by that property or the income derived therefrom.

"Moody's" means Moody's Ratings, a division of Moody's Investors Service, Inc., and its successors.

"Non-Extending Lenders" has the meaning attributed thereto in Section 2.2(c).

"Non-Standard Interest Period" means, (a) with respect to a SOFR Loan, an Interest Period which is for a term other than one, three or six months and (b) with respect to a Term CORRA Loan, an Interest Period which is for a term other than one or three months.

"Notice of Drawdown" means a written irrevocable notice from the Borrower to the Agent or the Operating Facility Lender, as the case may be, substantially in the form attached as Schedule D, requesting a Drawdown.

"Notice of Rollover/Conversion/Repayment" means a written irrevocable notice from the Borrower to the Agent or the Operating Facility Lender, as the case may be, substantially in the form attached as Schedule E, requesting a Rollover or Conversion or advising of a repayment or prepayment of any Loan, as applicable.

"Officer's Certificate" means a certificate signed by a senior officer of the Borrower.

"Operating Facility" means the operating credit facility established by Section 2.1(a)(ii).

"Operating Facility Loan" means a Loan made by the Operating Facility Lender pursuant to the Operating Facility Commitment.

"Operating Facility Commitment" means the maximum principal amount the Operating Facility Lender has agreed to make available to the Borrower under the Operating Facility as set forth in Schedule A, subject to reduction and adjustment in accordance with the terms hereof. As of the Effective Date, the Operating Facility Commitment is Cdn.\$25,000,000.

"Operating Facility Lender" means TD or such other Lender as may be agreed to by the Borrower, the Agent and such other Lender from time to time.

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

- (a) the aggregate outstanding principal amount of all Prime Loans, USBR Loans, CORRA Loans and SOFR Loans; and
- (b) the aggregate face amount of all outstanding and undrawn Letters of Credit.

"P&NG Rights" means all of the right, title, estate and interest, whether contingent or absolute, legal or beneficial, present or future, vested or not, and whether or not an "interest in land", of the Borrower or any Restricted Subsidiary at such time in and to any, or such as are stipulated, of the following, by whatever name the same are known:

- (a) rights of ownership in mines and minerals (including petroleum and natural gas) underlying any lands;
- (b) rights to explore for, drill for, produce, take, save or market Petroleum Substances from or allocated to the Borrower's or any Restricted Subsidiary's lands or lands with which the same have been pooled or unitized;
- (c) rights to a share of the production of Petroleum Substances from or allocated to the Borrower's or any Restricted Subsidiary's lands or lands with which the same have been pooled or unitized;
- (d) rights to a share of the proceeds of, or to receive payments calculated by reference to the quantity or value of, the production of Petroleum Substances from or allocated to the Borrower's or any Restricted Subsidiary's lands or lands with which the same have been pooled or unitized;
- (e) rights of the Borrower or any Restricted Subsidiary in lands or documents of title related thereto, including leases, subleases, licenses, permits, reservations, rights and privileges; and
- (f) rights to acquire any of the above rights described in paragraphs (a) through (e) of this definition;

and includes interests and rights known as fee simple rights, fee simple estates, fee simple interests, lessor interests, lessee interests, working interests, royalty interests, overriding royalty interests, gross overriding interests, production payments, profits interests, net profits interests, revenue interests, net revenue interests and other economic interests.

"Parties" means the parties to this Agreement from time to time.

"Payment Recipient" has the meaning attributed thereto in Section 12.16(a).

"Pension Plan" means any retirement or pension benefit plan that is established by a Loan Party for the benefit of its employees that requires such Loan Party to make periodic payments or contributions.

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

- (a) the Borrower has established reasonable reserves therefor in accordance with GAAP;
- (b) proceeding with such contest would not reasonably be expected to have a Material Adverse Effect; and
- (c) proceeding with such contest will not create a material risk of sale, forfeiture or loss of, or interference with the use or operation of, a material part of the property or assets of the Borrower or a Restricted Subsidiary.

"Permitted Dispositions" means any:

- (a) lease by a Loan Party of fee simple rights, fee simple titles, fee simple estates or fee simple interests in mines and minerals or surface rights in the ordinary course of business;
- (b) lease or farm-out of P&NG Rights in the ordinary course of business;

- (c) sale or disposition of P&NG Rights (and related tangibles) resulting from any pooling or unitization entered into in the ordinary course of business and in accordance with sound industry practice when, in the reasonable judgment of the applicable Loan Party, it is necessary to do so in order to facilitate the orderly exploration, development or operation of such P&NG Rights,
- (d) abandonment or surrender of uneconomic P&NG Rights in accordance with sound industry practice;
- (e) sale or disposition in the ordinary course of business and in accordance with sound industry practice of tangible personal property forming part of the P&NG Rights that is obsolete or being replaced;
- (f) sale or disposition of current production from P&NG Rights in the ordinary course of business;
- (g) sale or disposition of P&NG Rights from a Loan Party to an Unrestricted Subsidiary, provided that prior to or concurrently with such acquisition such Unrestricted Subsidiary is designated as a Restricted Subsidiary; and
- (h) sale, exchange, lease, transfer, conveyance or other disposition of property or assets from a Loan Party to another Loan Party.

"Permitted Liens" means:

- (a) undetermined or inchoate Liens arising in the ordinary course of and incidental to construction or current operations which have not been filed pursuant to Applicable Law against the applicable Loan Party in respect of which no steps or proceedings to enforce such Lien have been initiated or which relate to obligations which are not due or delinquent, or if due or delinquent, is then the subject of a Permitted Contest;
- (b) Liens incurred or created in the ordinary course of business and in accordance with sound industry practice in respect of the joint operation of oil and gas properties or related production or processing facilities as security in favour of any other Person conducting the development or operation of the property to which such Liens relate, for any of the applicable Loan Party's portion of the costs and expenses of such development or operation, provided such costs or expenses are not due or delinquent, or if due or delinquent, is then the subject of a Permitted Contest;
- (c) Liens incurred or created in the ordinary course of business in respect or as a result of the leasing by any Loan Party or any of its predecessors in title of fee simple rights, fee simple titles, fee simple estates or fee simple interests in mines and minerals or surface rights;
- (d) to the extent a Lien is created thereby, a sale or disposition of oil and gas properties resulting from any pooling or unit agreement entered into in the ordinary course of business when, in the applicable Loan Party's reasonable judgment, it is necessary to do so in order to facilitate the orderly exploration, development or operation of such properties, provided that the applicable Loan Party's resulting pooled or unitized interest is proportional (either on an acreage or reserve basis) to the interest contributed by it in the resulting oil and gas properties prior to such pooling or unitization and its obligations in respect thereof are not greater than its proportional share based on the interest acquired by it;
- (e) to the extent a Lien is created or constituted thereby, farmout interests or overriding royalty interests, net profit interests, reversionary interests and carried interests in respect of any of the applicable Loan Party's oil and gas properties that are or were entered into with or granted to any Person in the ordinary course of business and in accordance with sound industry practice;

- (f) Liens for penalties arising under non-participation provisions of operating agreements in respect of any of the applicable Loan Party's oil and gas properties, if such Liens do not materially detract from the value of any material part of the property of the Borrower and the Restricted Subsidiaries taken as a whole;
- (g) to the extent a Lien is created thereby, easements, rights-of-way, servitudes, zoning or other similar rights or restrictions in respect of land held by the applicable Loan Party (including rights-of-way and servitudes for railways, sewers, drains, pipe lines, gas and water mains, electric lights and power and telephone or telegraph or cable television conduits, poles, wires and cables) which, either alone or in the aggregate, do not materially detract from the value of such land or materially impair its use in the operation of the business of such Loan Party;
- (h) any Lien arising in connection with worker's compensation, unemployment insurance, pension and employment laws;
- (i) to the extent a Lien is created thereby, the right reserved to or vested in any municipality or governmental or other public authority or any other lessor or grantor by the terms of any lease, license, franchise, grant or permit acquired by the applicable Loan Party or by any statutory provision to terminate any such lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
- (j) to the extent a Lien is created thereby, all reservations in the original grant from the Crown of any lands and premises or any interests therein and all statutory exceptions, qualifications and reservations in respect of title;
- (k) to the extent a Lien is created thereby, any right of first refusal in favour of any Person granted in the ordinary course of business with respect to all or any of the oil and gas properties of the applicable Loan Party;
- (l) public and statutory Liens and similar liens arising by operation of law not yet due;
- (m) Liens securing Capital Lease Obligations or any other obligations not referred to elsewhere in this definition; provided that: (i) the aggregate principal amount of obligations secured thereby does not at any time exceed the Threshold Amount and (ii) such Liens do not attach generally to all or substantially all of the undertaking, assets and property of any Loan Party (such as a Lien in the nature of a floating charge on all or substantially all of the undertaking, assets and property of any Loan Party); and
- (n) any other Lien from time to time disclosed by the Borrower to the Agent and which is consented to by the Majority Lenders.

"Periodic Term CORRA Determination Day" has the meaning set out in the definition of "Term CORRA".

"Person" means an individual, a partnership, a corporation, a company, a limited liability company, an unlimited liability company, a trust, a cooperative, an unincorporated organization, a union, a government or any department or agency thereof (collectively an **"entity"**) and the heirs, executors, administrators, successors, or other legal representatives, as the case may be, of such entity.

"Petroleum Substances" means petroleum, natural gas, natural gas liquids, related hydrocarbons and any and all other substances, whether liquid, solid or gaseous, whether hydrocarbons or not, produced or producible in association with any of the foregoing.

"Platform" has the meaning attributed thereto in Section 14.10(a).

"Prime Loan" means a Loan in Cdn. Dollars for which the Prime Rate is the reference interest rate.

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

- (a) the variable rate of interest (expressed as a rate *per annum*) which the Agent or the Operating Facility Lender, as applicable, establishes from time to time as the reference rate of interest which it employs in order to determine the interest rate it will charge for demand loans in Cdn. Dollars to its customers in Canada and which it designates as its prime rate; and
- (b) Adjusted Term CORRA for a one-month tenor in effect for such day plus *[redacted]*% *per annum*;

provided that, if for any reason the rate in (b) immediately above does not appear or is otherwise unavailable, then the **"Prime Rate"** shall be the rate specified in (a) immediately above; and provided further if the rate determined as aforesaid for any day shall ever be less than the Floor, such rate shall be deemed to be the Floor for such day for the purposes of this Agreement and the other Loan Documents. *[Commercially sensitive rate redacted]*

"Pro Rata Basis" means, at any time:

- (a) in relation to the Syndicated Facility, in proportion to the respective Syndicated Facility Commitments of the Syndicated Facility Lenders at such time; and
- (b) in all other cases, in proportion to the respective Commitments of the Lenders at such time.

"Pro Rata Share" means, at any time, in relation to any Syndicated Facility Lender and any amount, the proportionate share of such amount which is calculated by multiplying such amount by a fraction, the numerator of which is the Syndicated Facility Commitment of such Lender at such time and the denominator of which is the Total Syndicated Facility Commitment at such time.

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

"Relevant Governmental Body" means:

- (a) in respect of any SOFR Loan (or any Benchmark Replacement thereof), the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto; and
- (b) in respect of any CORRA Loan (or any Benchmark Replacement thereof), the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"Restricted Subsidiary" means, at any time, any Subsidiary which has not been designated as an Unrestricted Subsidiary at such time in accordance with Section 2.9(b). As at the Effective Date, the only Restricted Subsidiaries are Tenax Energy Inc. and NV Resources Corporation Ltd.

"Restricted Subsidiary Guarantee" means a guarantee and subordination agreement to be granted by a Material Restricted Subsidiary in respect of the Loan Indebtedness, Cash Management Obligations and Lender Hedge Obligations and which is substantially in the form of Schedule G.

"Rollover" means:

- (c) in relation to a CORRA Loan or SOFR Loan, the continuation of all or any portion of such Loan for an additional Interest Period after the initial or any subsequent Interest Period applicable thereto; and

- (d) in relation to a Letter of Credit, the extension of the expiry date thereof without increasing the face amount of such Letter of Credit.

"Rollover Date" means the date on which a Rollover occurs.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, any Person listed in any Sanctions-related list of designated Persons maintained by any Sanctions Authority, in all cases, to the extent it would not violate Applicable Law in Canada.

"Sanctions" means, solely in respect of the business activities of the Borrower or its Subsidiaries, economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by a Sanctions Authority that are applicable to the Borrower or its Subsidiaries; provided however that, with respect to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority outside of Canada, only to the extent such sanctions or trade embargoes would not violate Applicable Law in Canada.

"Sanctions Authority" means any of: (i) the Canadian government; and, to the extent the following would not violate Applicable Law in Canada: (ii) the United States government; (iii) the United Nations Security Council; (iv) the European Union; (v) the United Kingdom; or (vi) the respective governmental institutions, departments and agencies of any of the foregoing and **"Sanctions Authorities"** means all of the foregoing Sanctions Authorities, collectively.

"SMS" means the Sustainability Management Score assigned to the Borrower from time to time by the ESG Agency.

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York, or any successor administrator of the secured overnight financing rate.

"SOFR Interpolated Rate" means, for any SOFR Loan for a Non-Standard Interest Period, the rate per annum determined by the Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) Adjusted Term SOFR for the longest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term SOFR is available that is shorter than the Non-Standard Interest Period of such SOFR Loan and (b) Adjusted Term SOFR for the shortest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term SOFR is available that exceeds the Non-Standard Interest Period of such SOFR Loan, at such time; provided that when determining the SOFR Interpolated Rate for a Non-Standard Interest Period which is less than one month, the SOFR Interpolated Rate shall be deemed to be Adjusted Term SOFR for an Interest Period of one month's duration.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of "USBR".

"Subordinated Debt" means any unsecured Debt incurred by the Borrower or a Subsidiary Guarantor, but excluding Convertible Debentures and Debt owing by the Borrower or a Subsidiary Guarantor to the Borrower or a Subsidiary Guarantor, which is on terms and conditions satisfactory to the Majority Lenders acting reasonably and, without limitation, has all of the following characteristics:

- (a) the maturity date thereof shall be later than the latest Credit Facility Maturity Date hereunder; provided that if the Borrower or a Subsidiary Guarantor enters into a subordinated bridge facility in connection with a Material Acquisition, and which is subordinated on terms acceptable to the Majority Lenders as aforesaid, the maturity date thereof may be prior to the latest Credit Facility Maturity Date hereunder so long as such subordinated debt matures and is repaid within six months of its occurrence;
- (b) subject to the proviso in paragraph (a) of this definition, no principal payments thereon are required to be made (except upon acceleration after default but subject always to the subordination agreement referred to below) until after the latest Credit Facility Maturity Date hereunder;
- (c) if a default occurs in respect of such Debt, the holders of such Debt are subject to a standstill period ending at least six months after the latest Credit Facility Maturity Date hereunder; and
- (d) the holders of such Debt (or if applicable, their agent or trustee on their behalf) shall have entered into a subordination agreement with the Agent on terms and conditions satisfactory to the Majority Lenders, acting reasonably.

"Subsidiary" means, with respect to any Person ("X"):

- (a) any corporation of which at least a majority of the outstanding shares having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time shares of any other class or classes of such corporation might have voting power by reason of the happening of any contingency, unless the contingency has occurred and then only for as long as it continues) is at the time directly, indirectly or beneficially owned or controlled by X or one or more of its Subsidiaries, or X and one or more of its Subsidiaries;
- (b) any partnership of which, at the time, X, or one or more of its Subsidiaries, or X and one or more of its Subsidiaries: (i) directly, indirectly or beneficially own or control at least a majority of the income, capital, beneficial or ownership interests (however designated) thereof; and (ii) is a general partner, in the case of limited partnerships, or is a partner or has authority to bind the partnership, in all other cases; or
- (c) any other Person of which at least a majority of the income, capital, beneficial or ownership interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by X, or one or more of its Subsidiaries, or X and one or more of its Subsidiaries,

provided that, unless otherwise expressly provided or the context otherwise requires, references herein to "Subsidiary" or "Subsidiaries" shall be and shall be deemed to be references to Subsidiaries of the Borrower.

"Subsidiary Guarantor" means any Material Restricted Subsidiary which is party to a Restricted Subsidiary Guarantee.

"Sustainability Adjustment Date" means the third Banking Day immediately following the date on which the Borrower provides to the Agent a Sustainability Pricing Certificate pursuant to Section 7.1(l) which discloses a change in the SMS that was previously in effect.

"Sustainability Adjustment Period" means (i) in the case of the initial Sustainability Adjustment Period, the period commencing on the Third Amendment Effective Date and ending on (but excluding) the next Sustainability Adjustment Date and (ii) in the case of each other Sustainability Adjustment Period, the period commencing on the last day of the immediately preceding Sustainability Adjustment Period and ending on (but excluding) the next Sustainability Adjustment Date.

"Sustainability Pricing Certificate" means a certificate substantially in the form attached hereto as Schedule H delivered by the Borrower to the Agent in accordance with Section 7.1(l).

"Syndicated Facility" means the syndicated credit facility established by Section 2.1(a)(i).

"Syndicated Facility Commitment" means, in relation to a Syndicated Facility Lender, the maximum principal amount such Syndicated Facility Lender has agreed to make available to the Borrower under the Syndicated Facility as set forth in Schedule A, subject to reduction or increase pursuant to the terms hereof.

"Syndicated Facility Lenders" means the Lenders providing Syndicated Facility Commitments.

"Syndicated Facility Loans" means Loans made by the Syndicated Facility Lenders pursuant to the Syndicated Facility Commitments.

"Taxes" means all present or future taxes of any nature and howsoever termed, including all license and documentation fees, income taxes, capital taxes, goods and services taxes, levies, fiscal charges, imposts, duties, fees, assessments, surcharges, withholdings, restrictions, conditions or other charges of whatever nature and however arising which are imposed, assessed, charged, levied, withheld, deducted, demanded or otherwise applied pursuant to Applicable Laws by any Governmental Authority at any time, together with all interest thereon and penalties or similar liabilities with respect thereto.

"TD" means The Toronto-Dominion Bank, a Canadian chartered bank.

"Term CORRA" means, for any calculation with respect to a Term CORRA Loan or a Prime Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the **"Periodic Term CORRA Determination Day"**) that is two Banking Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Banking Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Banking Day is not more than three Banking Days prior to such Periodic Term CORRA Determination Day. If such first preceding Banking Day is more than three Banking Days prior to such Periodic Term CORRA Determination Day, Section 10.3 will apply.

"Term CORRA Adjustment" means *[redacted]% ([redacted] basis points) per annum* for an Available Tenor of one-month's duration or *[redacted]% ([redacted] basis points) per annum* for an Available Tenor of three-months' duration. *[Commercially sensitive rates redacted]*

"Term CORRA Administrator" means CanDeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator of the Term CORRA Reference Rate.

"Term CORRA Loan" means a Loan that bears interest at a rate based on Adjusted Term CORRA, other than pursuant to clause (b) of the definition of "Prime Rate".

"Term CORRA Reference Rate" means the forward-looking term rate based on CORRA.

"Term SOFR" means, for any calculation with respect to a SOFR Loan or a USBR Loan, the Term SOFR Reference Rate (rounded upward to the nearest fifth decimal place, if necessary) for a tenor comparable to the applicable Interest Period on the day (the **"Term SOFR Determination Day"**) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided that: (a) if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published

by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Term SOFR Determination Day and (b) if such first preceding U.S. Government Securities Business Day is more than three U.S. Government Securities Business Days prior to such Term SOFR Determination Day, Section 10.3 will apply.

"Term SOFR Adjustment" means, with respect to Term SOFR, *[redacted]*% (*[redacted]* basis points) *per annum* for any Interest Period. *[Commercially sensitive rate redacted]*

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Agent in its discretion, acting reasonably).

"Term SOFR Determination Day" has the meaning assigned to it under the definition of "Term SOFR".

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Threshold Amount" means the greater of (a) 7.5% of Adjusted Consolidated Tangible Net Worth and (b) Cdn.\$15,000,000 (or the Equivalent Amount thereof in U.S. Dollars or the equivalent thereof in any other currency).

"Total Commitment" means, at any time, the aggregate of the Total Syndicated Facility Commitment and the Operating Facility Commitment at such time, as shown on Schedule A.

"Total Syndicated Facility Commitment" means, at any time, any amount equal to the aggregate of the Syndicated Facility Commitments of the Syndicated Facility Lenders at such time. As at the Fourth Amendment Effective Date, the Total Syndicated Facility Commitment is Cdn.\$700,000,000.

"Unrestricted Subsidiary" means, at any time, a Subsidiary that has been designated at such time as an Unrestricted Subsidiary in accordance with Section 2.9(b). As at the Effective Date, there are no Unrestricted Subsidiaries.

"USBR" means, on any day, the greatest of:

- (a) the variable lending rate of interest (expressed as a rate *per annum*) which the Agent or the Operating Lender (as applicable) establishes from time to time as the reference rate of interest in order to determine the interest rate it will charge for demand loans in U.S. Dollar made to its customers in Canada and which it designates as its base rate;
- (b) the Federal Funds Rate for such day plus *[redacted]*% *per annum*; and
- (c) Adjusted Term SOFR for a one-month tenor in effect for such day plus *[redacted]*% *per annum*,

provided that if the rates in (a), (b) and (c) above are equal or the rates in (b) and (c) above are unavailable, then the "USBR" shall be rate specified in (a) above; and provided further that, if the rate determined as aforesaid for any day shall ever be less than the Floor, such rate shall be deemed to be the Floor for such day for the purposes of this Agreement and the other Loan Documents. *[Commercially sensitive rates redacted]*

"USBR Loan" means a Loan in U.S. Dollars for which USBR is the reference interest rate.

"U.S. Dollars" and **"U.S.\$"** means lawful money of the United States of America for the payment of public and private debts.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Voting Shares" means shares of capital stock of any class of any corporation carrying voting rights under all circumstances, provided that, for the purposes of this definition, shares which only carry the right to vote conditionally on the happening of an event shall not be considered Voting Shares, whether or not such event shall have occurred, nor shall any shares be deemed to cease to be Voting Shares solely by reason of a right to vote accruing to shares of another class or classes by reason of the happening of such event.

1.2 Interpretation and Headings

In this Agreement:

- (a) headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (b) words importing the singular number include the plural and vice versa, and words importing gender include masculine, feminine and neuter;
- (c) any reference to **"this Agreement"** shall be a reference to this credit agreement as it may from time to time be amended, supplemented, restated or otherwise modified in accordance with the provisions hereof;
- (d) references to **"herein"**, **"hereunder"** and similar expressions shall be a reference to this Agreement and not to any particular section;
- (e) unless otherwise noted, all references to **"Section"** refer to a section, subsection or paragraph of this Agreement, as the case may be;
- (f) unless otherwise noted, all references to **"Schedule"** refer to a Schedule to this Agreement; and
- (g) words and terms denoting inclusiveness (such as **"include"**, **"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.

1.3 Governing Law

This Agreement and, unless expressly specified otherwise, each of the other Loan Documents shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated as Alberta contracts. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of the parties to take proceedings in any other jurisdictions and, to the extent legally permitted, waive any right they may have to, or to apply for, trial by jury in connection with any matter, action, proceedings, claim or counterclaim arising out of or relating to the Loan Documents or any of the transactions contemplated thereby.

1.4 Accounting Terms: Changes in GAAP

- (a) Each accounting term used in this Agreement, unless otherwise defined herein, has the meaning assigned to it under GAAP applied consistently throughout the relevant period and relevant prior periods.

- (b) If there occurs a material change in GAAP and such change would require disclosure under GAAP in the Financial Statements of the Borrower and would cause an amount required to be determined for the purposes of financial covenants under Section 7.4 or any other financial calculation hereunder (each a "**Financial Calculation**") to be materially different than the amount that would be determined without giving effect to such change, the Borrower shall notify the Agent of such change (an "**Accounting Change**") in a timely manner. Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the current and immediately prior year's Financial Statements in accordance with GAAP and state whether the Borrower desires to revise the method of calculating the Financial Calculation (including the revision of any of the defined terms used in the determination of such Financial Calculation) in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating such Financial Calculation will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Financial Calculation. The Accounting Change Notice shall be delivered to the Agent within 60 days of the end of the Fiscal Quarter in which the Accounting Change is implemented or, if such Accounting Change is implemented in the fourth Fiscal Quarter or in respect of an entire Fiscal Year, within 90 days of the end of such period. Promptly after receipt from the Borrower of an Accounting Change Notice, the Agent shall deliver to each Lender a copy of such notice.
- (c) If, pursuant to the Accounting Change Notice, the Borrower does not indicate that it wishes to revise the method of calculating the Financial Calculation, the Lenders may within 30 days of their receipt of the Accounting Change Notice notify the Agent that they wish to revise the method of calculating the Financial Calculation in the manner described above. If the Majority Lenders so notify the Agent, the Agent shall promptly notify the Borrower.
- (d) If any of the Borrower, the Agent or the Majority Lenders so indicate that it or they wish to revise the method of calculating the Financial Calculation the Borrower, the Agent and the Lenders shall in good faith attempt to agree on a revised method of calculating the Financial Calculation. If, however, within 60 days of the foregoing notice by the Borrower or the Agent of the desire to revise the method of calculating the Financial Calculation, the Borrower, the Agent and the Majority Lenders have not reached agreement in writing on such revised method of calculation, such method of calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change. For greater certainty, if no notice of a desire to revise the method of calculating the Financial Calculation in respect of an Accounting Change is given by either the Borrower or the Majority Lenders within the applicable time period described above, the method of calculating the Financial Calculation shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Calculation shall be determined after giving effect to such Accounting Change.
- (e) If a Compliance Certificate is delivered in respect of a Fiscal Quarter or Fiscal Year in which an Accounting Change is implemented without giving effect to any revised method of calculating the Financial Calculation, and subsequently, as provided above, the method of calculating the Financial Calculation is revised in response to such Accounting Change, or the amounts to be determined pursuant to the Financial Calculation are to be determined without giving effect to such Accounting Change, the Borrower shall deliver a revised Compliance Certificate. Any Event of Default arising as a result of the Accounting Change and which is cured by this Section 1.4 shall be deemed to be of no effect *ab initio*.

1.5 **Currency and Time References**

- (a) Unless otherwise noted, all references to currency shall be deemed to refer to Cdn. Dollars and, for the purposes of all monetary thresholds in Articles 6, 7 and 9 (including the definitions used therein), all references to an amount in Cdn. Dollars shall be deemed to include the Equivalent Amount in U.S. Dollars or the equivalent amount in any other applicable currency.

- (b) Unless otherwise noted, all references to time shall be deemed to refer to Calgary local time.

1.6 Severability

If any provision of any of the Loan Documents or any part thereof is found or determined to be invalid, illegal or unenforceable, such provision shall be severable from such Loan Document and the remainder of such Loan Document shall be construed as if such invalid, illegal or unenforceable provision or part had been deleted therefrom.

1.7 Lenders in Various Capacities

Each of the Lenders acknowledges and agrees that where in this Agreement there are references to Lender Hedge Providers and Cash Management Lenders and a Lender, or an Affiliate thereof, is providing Lender Hedge Agreement or Cash Management Arrangements, such Lender shall, in such other capacities, comply with and agree to be bound by, and cause its Affiliates to comply with and agree to be bound by, the provisions hereof dealing with Lender Hedge Providers and Cash Management Lenders.

1.8 Time of the Essence

Time is of the essence of each of the Loan Documents.

1.9 Schedules

The following Schedules are attached to and form a part of this Agreement:

Schedule A	-	Commitments
Schedule B	-	Form of Compliance Certificate
Schedule C	-	Form of Extension Request
Schedule D	-	Form of Notice of Drawdown
Schedule E	-	Form of Notice of Rollover/Conversion/Repayment
Schedule F	-	Form of Lender Assignment Agreement
Schedule G	-	Form of Restricted Subsidiary Guarantee
Schedule H	-	Form of Sustainability Pricing Certificate

1.10 Amendment and Restatement

- (a) This Agreement is an amendment and restatement of the Existing Credit Agreement. The Outstanding Principal (as defined in the Existing Credit Agreement) and all other indebtedness, obligations and liabilities outstanding under the Existing Credit Agreement that remain outstanding upon the effectiveness of this Agreement shall constitute Outstanding Principal and other obligations hereunder (collectively, the "**Continued Obligations**") governed by the terms hereof. The Continued Obligations shall be continuing in all respects, as amended and restated hereby, and this Agreement shall not be deemed to evidence or result in a novation of the Continued Obligations or a repayment and reborrowing of such Continued Obligations.
- (b) Notwithstanding the foregoing or any other term hereof, all of the covenants, representations and warranties on the part of the Borrower under the Existing Credit Agreement and all of the claims and causes of action arising against the Borrower in connection therewith, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Agreement or any other Loan Documents or the making of any Drawdown hereunder.

- (c) The Agent and the Borrower acknowledge and agree that on the Effective Date, there may be outstanding BA Issues (under and as defined in the Existing Credit Agreement (collectively and together with any other BA Issues that may continue pursuant to the terms of this Section, the “**Continuing BA Advances**”). Notwithstanding the terms of this Agreement as of the Effective Date:
- (i) the Continuing BA Advances outstanding as of the Effective Date shall remain outstanding as Loans under the corresponding Credit Facility of this Agreement; provided that no further Drawdowns or Rollovers of BA Issues, or Conversions into BA Issues, shall be available under this Agreement, and any such request shall be ineffective and shall instead be deemed to be a request for Prime Loans; and
 - (ii) the provisions contained in the Existing Credit Agreement, including the definitions of “CDOR Rate”, “BA Issues” and such other definitions, provisions and schedules as are required to be in effect for the proper administration and repayment of, and which are otherwise applicable to, the Continuing BA Advances (including provisions with respect to repayments or prepayments on a day other than the maturity date of any such Continuing BA Advance) will continue in full force and effect until the latest maturity date of any Continuing BA Advance.
- (d) For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, the provisions of the Existing Credit Agreement continue to remain in force only to the extent necessary for the Continuing BA Advances to remain outstanding in accordance with the terms and conditions of this Section. The Borrower agrees to do all things as the Agent may reasonably require to give effect to the terms of this Section.

1.11 Interest Rates; Benchmark Notification

The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event in respect of any Benchmark, Section 10.4 provides a mechanism for determining an alternative rate of interest. The Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (a) the continuation of, the administration of, submission of, calculation of, performance of or any other matter related to any interest rate used in this Agreement (including the Prime Rate, the USBR, Daily Simple SOFR, Adjusted Daily Simple SOFR, SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or Daily Compounded CORRA) or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or successor rate thereto, or replacement rate thereof (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Prime Rate, the USBR, Daily Simple SOFR, Adjusted Daily Simple SOFR, SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or Daily Compounded CORRA or any other Benchmark (or any component thereof) prior to its discontinuance or unavailability or (b) the effect, implementation or composition of any Conforming Changes. The Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate (or component thereof) used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Agent may select information sources or services in its discretion, acting reasonably, to ascertain any interest rate used in this Agreement, any component thereof, or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2 CREDIT FACILITIES

2.1 Establishment of Credit Facilities

- (a) **Credit Facilities.** Subject to this Agreement, the following Credit Facilities are hereby established in favour of the Borrower:
- (i) each Syndicated Facility Lender hereby severally agrees to make available Syndicated Facility Loans up to its Syndicated Facility Commitment; and
 - (ii) the Operating Facility Lender hereby agrees to make available Operating Facility Loans in an aggregate amount up to its Operating Facility Commitment.
- (b) **Types of Loans.** The Borrower may obtain Loans under each Credit Facility (unless expressly indicated otherwise) by way of:
- (i) Prime Loans;
 - (ii) USBR Loans;
 - (iii) CORRA Loans;
 - (iv) SOFR Loans; and
 - (v) Letters of Credit;
- provided that, subject to Section 5.1, at no time shall:
- (A) the Equivalent Amount in Cdn. Dollars of the Outstanding Principal under the Syndicated Facility exceed the Total Syndicated Facility Commitment; and
 - (B) the Equivalent Amount in Cdn. Dollars of the Outstanding Principal under the Operating Facility exceed the Operating Facility Commitment.
- (c) **Availability.** Prior to the Credit Facility Maturity Date in respect of a Credit Facility, the Outstanding Principal under such Credit Facility may revolve and the Borrower may borrow, repay and re-borrow Cdn. Dollars or U.S. Dollars and may issue, repay and re-issue Letters of Credit thereunder, subject always to the proviso in Section 2.1(b).
- (d) **Purpose.** Drawdowns under any Credit Facility may be used for lawful general corporate purposes of the Borrower including, without limitation, financing of acquisitions (subject to Section 2.8).
- (e) **Severall Obligations.** No Lender shall be responsible for the Commitment(s) of any other Lender. The failure of a Lender to make available its share of any Loan in accordance with this Agreement shall not release any other Lender from its obligations hereunder. Notwithstanding anything to the contrary in this Agreement, no Lender shall be obligated to make Loans in excess of its Commitment(s). The obligation of each Lender to make its Commitment(s) available to the Borrower is a separate obligation between that Lender and the Borrower and such obligation is not the joint or the joint and several obligation of any other Lender.

2.2 Extensions in respect of Credit Facilities

- (a) The Borrower may, at its option, by delivering to the Agent an Extension Request, request the Lenders to extend the Credit Facility Maturity Date in respect of the Syndicated Facility and the

Operating Facility or either of them for an additional period of up to three years; provided that this request cannot be made more than once in any calendar year. Any such Extension Request must provide that the requested Credit Facility Maturity Date of all Extending Lenders be the same and that the requested Credit Facility Maturity Date not exceed three years from the date of such extension. Any Extension Request not delivered as aforesaid shall be ineffective and shall be deemed not to have been given to or received by the Agent or the Lenders for the purpose of this Section 2.2.

- (b) Promptly after receipt from the Borrower of an executed Extension Request, the Agent shall deliver to each Lender a copy of such request, and each such Lender shall, within 30 days after receipt of such Extension Request (the "**Election Date**"), advise the Agent in writing:
- (i) whether such Lender will agree to extend the Credit Facility Maturity Date; and
 - (ii) if such Lender will agree to extend the Credit Facility Maturity Date, the amount, if any, by which such Lender is prepared to increase its Commitment(s) in the event the Borrower proposes to assign the Commitment(s) of a Non-Extending Lender (as defined below);

provided that if any Lender fails to so advise the Agent by the Election Date, then such Lender shall be deemed to have advised the Agent that it will not agree to extend its Credit Facility Maturity Date. The Agent shall promptly notify the Borrower if any Lender advises that it will not agree to extend the Credit Facility Maturity Date. Subject to Section 2.2(e), the Agent shall only extend the Credit Facility Maturity Date of the Syndicated Facility upon the agreement of the Majority Lenders (determined in respect of the Syndicated Facility only) and shall only extend the Credit Facility Maturity Date of the Operating Facility with the consent of the Operating Facility Lender, and any such extension shall apply only to those Lenders which provided their consent to such extension (the "**Extending Lenders**"). The determination of each Lender whether or not to extend the Credit Facility Maturity Date applicable to it shall be made by each individual Lender in its sole discretion. A decision to extend the Credit Facility Maturity Date, or not to extend the Credit Facility Maturity Date, as the case may be, by the Operating Facility Lender in its capacity as a Syndicated Facility Lender, shall bind such Lender in its capacity as the Operating Facility Lender.

- (c) As soon as all of the Lenders have advised, or are deemed to have advised, the Agent whether or not they will be extending the Credit Facility Maturity Date (but in any event within five Banking Days after the Election Date), the Agent shall either:
- (i) deliver to the Borrower (with a copy to each such Lender) a written extension signed by the Agent; or
 - (ii) notify the Borrower that the request for extension has been denied.

If the extension is approved by less than all of the Lenders, then the Agent shall also advise the Borrower of any Lender(s) which did not agree to the requested extension (each, a "**Non-Extending Lender**"), each Non-Extending Lender's pro rata share of the Loan Indebtedness then outstanding under the applicable Credit Facilities and the amount, if any, by which each Extending Lender is prepared to increase its Commitment(s) in the event the Borrower proposes to assign the Commitments of a Non-Extending Lender.

- (d) Upon the delivery to the Borrower of a written extension, the current Credit Facility Maturity Date of the Extending Lenders shall be extended for up to three years as specified in such written extension and the current Credit Facility Maturity Date for the Non-Extending Lenders will remain unchanged.
- (e) If an Extension Request is approved but there are Non-Extending Lenders, then:

- (i) the Borrower may require any Non-Extending Lender to assign all of its Commitment(s) and all Loan Indebtedness then owing to such Non-Extending Lender under all of such Credit Facilities and all of its rights, benefits and interests under the Loan Documents that relate to such Credit Facilities (collectively, the "**Assigned Interests**") to (A) any Extending Lenders which have agreed to increase their respective Commitments and to purchase Assigned Interests, and (B) to the extent the Assigned Interests are not transferred to Extending Lenders, other Persons selected by the Borrower and acceptable to the Agent, acting reasonably. Such assignments shall be effective upon execution of Assignment Agreements, upon payment to the relevant Non-Extending Lender (in immediately available funds) by the relevant assignee of an amount equal to its share of all Loan Indebtedness being assigned, and upon payment by the relevant assignee (if it is not an Extending Lender) to the Agent (for the Agent's own account) of the assignment fee contemplated in Section 13.1(b). Upon such assignment and transfer, the Non-Extending Lender shall have no further right, interest or obligation in respect of the Credit Facilities so assigned and the assignee thereof shall succeed to the position of such Lender in respect thereof as if the same was an original party hereto in the place and stead of such Non-Extending Lender; and
- (ii) to the extent that the Borrower has not caused any Non-Extending Lender to assign its rights and interests to an Extending Lender or other Person as provided in paragraph (i) above, the Borrower may, notwithstanding any other provision hereof, repay to such Non-Extending Lender all Loan Indebtedness then owing to such Non-Extending Lender under the Credit Facilities, without making corresponding repayment to the Extending Lenders and, upon provision satisfactory to the relevant Non-Extending Lender (acting reasonably) being made for the return and cancellation of all outstanding Letters of Credit issued by such Lender, the Borrower may cancel such Lender's Commitment(s). Upon completion of the foregoing, such Non-Extending Lender shall have no further right, interest, benefit or obligation in respect of the Credit Facilities so cancelled and the Total Commitment shall be reduced by the amount of such Lender's cancelled Commitment(s).
- (f) Clauses (a) through (e) of this Section 2.2 shall apply from time to time to permit successive extensions to the Credit Facility Maturity Date under the Credit Facilities prior to the then current Credit Facility Maturity Date of the Extending Lenders; provided that, unless agreed otherwise by the Borrower, the Agent and any Non-Extending Lender, such Non-Extending Lender shall be excluded from this Section 2.2 with respect to any future extensions.

2.3 Drawdowns - Notices and Limitations

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

- (a) for Syndicated Facility Loans, the Borrower may request a Drawdown as follows:
 - (i) in the case of a Prime Loan or USBR Loan, by delivering a Notice of Drawdown to the Agent before 10:00 a.m. (Calgary time) at least one Banking Day prior to the requested Drawdown Date;
 - (ii) in the case of a CORRA Loan or SOFR Loan, by delivering a Notice of Drawdown to the Agent before 10:00 a.m. (Calgary time) at least three Banking Days prior to the requested Drawdown Date; and
 - (iii) in the case of a Letter of Credit, by complying with Section 4.2;
- (b) for Operating Facility Loans, the Borrower may request a Drawdown as follows:

- (i) in the case of a Prime Loan or USBR Loan, by delivering a Notice of Drawdown to the Operating Facility Lender before 9:00 a.m. (Calgary time) on the requested Drawdown Date;
 - (ii) in the case of a CORRA Loan or SOFR Loan, by delivering a Notice of Drawdown to the Operating Facility Lender before 10:00 a.m. (Calgary time) at least three Banking Day prior to the requested Drawdown Date; and
 - (iii) in the case of a Letter of Credit, by complying with Section 4.2;
- (c) for Syndicated Facility Loans, each Drawdown by the Borrower shall be requested and made available in minimum amounts of not less than:
- (i) in the case of a Prime Loan or USBR Loan, Cdn.\$ or U.S.\$3,000,000;
 - (ii) in the case of a Letter of Credit, no minimum applies;
 - (iii) in the case of a CORRA Loan, Cdn.\$3,000,000 and in multiples of Cdn.\$100,000 thereafter; and
 - (iv) in the case of a SOFR Loan, U.S.\$3,000,000 and in multiples of U.S.\$100,000 thereafter;
- (d) for Operating Facility Loans, each Drawdown by the Borrower shall be requested and made available in minimum amounts of not less than:
- (i) in the case of a Prime Loan, USBR Loan or Letter of Credit, no minimum applies;
 - (ii) in the case of a CORRA Loan, Cdn.\$500,000 and in multiples of Cdn.\$100,000 thereafter; and
 - (iii) in the case of a SOFR Loan, U.S.\$500,000 and in multiples of U.S.\$100,000 thereafter; and
- (e) Drawdowns under any Credit Facility may only be requested prior to the Credit Facility Maturity Date and will only be made available if all applicable conditions precedent in Article 8 are or will be satisfied on or before the requested Drawdown Date.

Notwithstanding the foregoing, the Borrower shall be entitled to obtain Prime Loans and USBR Loans under the Operating Facility by way of overdraft subject to the Operating Facility Lender's usual and customary practices with respect to borrowing by way of overdraft.

2.4 Rollovers and Conversions - Notices and Limitations

- (a) The Borrower may request Rollovers of a CORRA Loan, SOFR Loan or Letter of Credit, and Conversions upon the following terms and conditions:
- (i) the Borrower may request a Rollover or Conversion by delivering a Notice of Rollover/Conversion/Repayment with the same prior notice period that would apply if it was obtaining a Drawdown of the relevant type and amount of Loan;
 - (ii) the Borrower may request a Rollover or Conversion of part only of a Loan, provided that:
 - (A) each Loan resulting from such Rollover or Conversion is not less than the relevant Drawdown minimum specified in Section 2.3,

- (B) any portion of any outstanding CORRA Loan or SOFR Loan which is not rolled over or converted shall be repaid in accordance with the provisions hereof; and
- (C) the Borrower may not convert a portion only or the whole of an outstanding Loan unless both the unconverted portion and converted portion of such Loan are equal to or exceed, in the relevant currency of each such portion, the minimum amounts required for Drawdowns of Loans of the same type as that portion as set forth in Section 2.3;
- (iii) in respect of Conversions of a Loan denominated in one currency to a Loan denominated in another currency, the Borrower shall at the time of the Conversion repay the Loan or portion thereof being converted in the currency in which it was denominated;
- (iv) a Rollover or Conversion shall not result in an increase in Outstanding Principal; increases in Outstanding Principal may only be effected by Drawdowns; and
- (v) a Rollover or Conversion of a CORRA Loan or a SOFR Loan may occur only on the last day of the relevant Interest Period for such Loan (unless the Borrower pays breakage costs to the Lenders in accordance with Sections 5.4(a) and 11.2).

In anticipation of the expiry of each Interest Period for each CORRA Loan and SOFR Loan, the Borrower shall do one or a combination of the following:

- (vi) request a Rollover of all or part of such Loan in accordance with Section 2.4(a);
- (vii) request a Conversion of all or part of such Loan in accordance with Section 2.4(a); or
- (viii) repay all or part of such Loan before 12:00 noon (Calgary time) on the last day of such Interest Period with notice in accordance with Section 5.3(b).

If and to the extent that the Borrower fails to so notify the Agent or the Operating Facility Lender, as applicable, or to so pay the relevant CORRA Loan or SOFR Loan in accordance with the foregoing, the Borrower shall be deemed to have requested a Conversion into a USBR Loan (in the case of a SOFR Loan) and a Prime Loan (in the case of a CORRA Loan), in each case, in an amount equal to that portion of such Loan which is not rolled over, converted or repaid.

2.5 Optional Reduction of Commitments

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

- (a) the Borrower shall provide the Agent with at least three Banking Days' prior written notice of any such cancellation;
- (b) each such cancellation shall be a minimum of Cdn.\$5,000,000 and in whole multiples of Cdn.\$1,000,000 thereafter;
- (c) any such cancellation of the Syndicated Facility shall be allocated among the applicable Syndicated Facility Lenders in proportion to their respective Syndicated Facility Commitments at the time of cancellation; and
- (d) any cancellation notice shall be irrevocable (unless agreed otherwise by the Agent if such cancellation notice is being given in conjunction with a refinancing or sale of the Borrower).

2.6 Loans - General

- (a) Loans shall be made in such currency and at the time and in the manner requested by the Borrower, subject to this Agreement and upon fulfilment of all conditions precedent to the making of such Loans.
- (b) No Loans need be made except on a Banking Day.
- (c) All Loans by the Syndicated Facility Lenders and all payments by the Borrower under the Syndicated Facility shall be made at the Agent's Accounts in immediately available freely transferable funds. All Loans by the Operating Facility Lender and all payments by the Borrower under the Operating Facility shall be made at the accounts of the Operating Facility Lender maintained for such purpose in immediately available freely transferable funds. The Borrower shall open and maintain the Borrower's Accounts (and, with respect to the Operating Facility Loans, accounts with the Operating Facility Lender) for the purpose of receiving Loans and making payments, repayments and prepayments under this Agreement.
- (d) The Agent shall open and maintain books of account evidencing all Syndicated Facility Loans and all other amounts owing by the Borrower to the Syndicated Facility Lenders hereunder. The Operating Facility Lender shall open and maintain books of accounts evidencing the Operating Facility Loans and all other amounts owing with respect thereto. The Agent and the Operating Facility Lender, as applicable, shall enter in the foregoing books of accounts details of all applicable amounts from time to time owing, paid or repaid by the Borrower hereunder. The information entered in the foregoing books of accounts shall constitute *prima facie* evidence of the applicable Loan Indebtedness owing from time to time by the Borrower to the Agent, the Lenders and the Operating Facility Lender hereunder.

2.7 Loans: Inter-Lender Arrangements

- (a) Upon receipt by the Agent of a Notice of Drawdown or a Notice of Rollover/Conversion/Repayment from the Borrower in respect of the Syndicated Facility, the Agent shall promptly advise each Syndicated Facility Lender of the date, amount and other particulars with respect to such Drawdown, Conversion, Rollover or repayment and the amount of each Lender's Pro Rata Share thereof.
- (b) Subject to prior satisfaction of the conditions precedent set forth in Article 8, each Syndicated Facility Lender shall remit its Pro Rata Share of each requested Syndicated Facility Loan to the Agent's Accounts on the relevant Drawdown Date, Rollover Date or Conversion Date for same day value and, in any event, at or before 1:00 p.m. (Toronto time). The Agent shall make such funds available to the Borrower by crediting the Borrower's Accounts for same day value on the relevant Drawdown Date, Rollover Date or Conversion Date.
- (c) Subject to prior satisfaction of the applicable conditions precedent set forth in Article 8, the Operating Facility Lender shall make each requested Operating Facility Loan available to the Borrower by crediting the Borrower's Accounts for same day value on the relevant Drawdown Date, Rollover Date or Conversion Date.

2.8 Takeover Notification

- (a) If the Borrower wishes to utilize any Drawdowns under a Credit Facility to finance in whole or in part a take-over bid (as defined under applicable securities laws) which is unsolicited (a "**Takeover**"), then either:

- (i) the Borrower shall provide to the Agent evidence satisfactory to the Agent (acting reasonably) of the agreement of the board of directors or its equivalent of the person that is the target of the Takeover approving the Takeover; or
- (ii) the following steps shall be followed:
 - (A) at least five Banking Days prior to the delivery of any notice to the Agent pursuant to Section 2.3 requesting Drawdowns intended to be utilized for such Takeover, a senior officer of the Borrower shall advise the Agent of the particulars of such Takeover in sufficient detail to enable each Lender under such Credit Facility to determine whether it has a conflict of interest if Drawdowns from such Lender are utilized by the Borrower for such Takeover, and the Agent shall promptly ensure that a Vice President of each such Lender (or such other senior officer of such Lender as may be designated by such Lender to the Agent from time to time) is advised of such information; and
 - (B) within three Banking Days of being so advised:
 - (I) if a Lender shall not have notified the Borrower and the Agent that an actual conflict of interest exists (such determination to be made by each Lender in the exercise of its sole discretion having regard to such considerations as it deems appropriate), such Lender shall be deemed to have no such actual conflict of interest; or
 - (II) if a Lender has notified the Borrower and the Agent within such period that such an actual conflict of interest exists, then upon the Borrower and the Agent being so notified, such Lender shall have no obligation to provide Drawdowns to finance such Takeover notwithstanding any other provision of this Agreement to the contrary.
- (b) If any notification has been made by a Lender pursuant to Section 2.8(a)(ii)(B)(II), then, except as provided in Section 2.8(c) below, Pro Rata Shares of any Drawdowns made to finance the Takeover in respect of which such notice was given shall be determined without reference to the Commitments of such Lender. Any such notification given by a Lender shall not relieve any other Lender of any of its obligations hereunder, provided that no Lender shall be obligated by this Section to provide Drawdowns under a Credit Facility in excess of its Commitment under such Credit Facility.
- (c) If the conflict of interest giving rise to a notification under Section 2.8(a)(ii)(B)(II) ceases to exist (whether by successful completion of the Takeover or otherwise), then the Lender giving such notification shall, on the next Rollover or Conversion of or, in the case of a Prime Loan or a USBR Loan, the next Interest Payment Date for, the Loans made to finance the relevant Takeover, purchase, and the other Lenders under such Credit Facility shall on a rateable basis sell and assign to such Lender, portions of such Loans equal in total to the notifying Lender's Pro Rata Share thereof without regard to Sections 2.8(a) and 2.8(b).

2.9 Designation of Restricted and Unrestricted Subsidiaries

The Borrower shall from time to time, by notice in writing to the Agent (together with reasonable particulars which demonstrate compliance with the covenant in Section 7.2(o)), be entitled to designate that either:

- (a) an Unrestricted Subsidiary shall become a Restricted Subsidiary; or
- (b) a Restricted Subsidiary shall become an Unrestricted Subsidiary;

provided that the Borrower shall not be entitled to designate that a Restricted Subsidiary shall become an Unrestricted Subsidiary if:

- (c) a Default or Event of Default has occurred and is continuing (unless such designation would cure such Default or Event of Default); or
- (d) a Default or Event of Default would result from or exist immediately after such designation.

The Agent shall promptly circulate to the Lenders a copy of any notices received by it under this Section 2.9, and shall provide a release of any Restricted Subsidiary Guarantee given by a Material Restricted Subsidiary that becomes an Unrestricted Subsidiary, in order to give effect to the provisions of this Section 2.9.

2.10 Increase in Total Syndicated Facility Commitment

The Borrower may at any time and from time to time add additional financial institutions hereunder, as Lenders and/or, with the consent of the applicable Lender, increase the Syndicated Facility Commitment of a Lender, and, in each case, thereby increase the Total Syndicated Facility Commitment provided that at the time of any such increase:

- (a) no Default or Event of Default has occurred and is continuing, or would result from such increase;
- (b) the Total Syndicated Facility Commitment (as so increased) will not exceed Cdn.\$775,000,000;
- (c) the Agent and each Fronting Lender have consented to such financial institution becoming a Lender or, in the case of an existing Lender, increasing its Syndicated Facility Commitment, such consents not to be unreasonably withheld;
- (d) the Syndicated Facility Commitment of a new financial institution being added as a Lender pursuant to this Section 2.10 shall be no less than Cdn.\$5,000,000;
- (e) concurrently with the addition of a financial institution as an additional Lender or the increase of a Lender's Syndicated Facility Commitment, such financial institution or Lender, as the case may be, shall purchase from each Lender, such portion of the Outstanding Principal owed to each Lender under the Syndicated Facility as is required by the Agent in accordance with its customary practices to ensure that the Outstanding Principal owing to all Lenders (including such additional financial institution) and the increased Syndicated Facility Commitment of all Lenders (including the new financial institution and the increased Syndicated Facility Commitment of any Lender) are outstanding on a Pro Rata Basis and such financial institution shall execute such documentation as is required by the Agent, acting reasonably, to novate such financial institution as a Lender hereunder;
- (f) the Borrower has provided to the Agent a certified copy of a directors' resolution of the Borrower authorizing any such increase in the Commitment Amount (which may be the original directors' resolution authorizing the Credit Facilities hereunder) together with a legal opinion with respect thereto, in substantially the same form as the legal opinion delivered pursuant to Section 9.1(g) of the Existing Credit Agreement; and
- (g) if applicable, each Subsidiary Guarantor shall have confirmed its Restricted Subsidiary Guarantee.

ARTICLE 3 INTEREST AND FEES

3.1 Interest on Prime Loans

The Borrower shall pay interest on its Prime Loans outstanding from time to time at a rate *per annum* equal to the aggregate of the Prime Rate and the Applicable Pricing Margin in effect from time to time. Such interest shall be calculated on the principal amount of each Prime Loan, on the basis of the actual number of days each such Prime Loan is outstanding in a year of 365 days and rounded in accordance with the Agent's usual practices. Such interest shall accrue daily and be payable quarterly in arrears on each Interest Payment Date for such Prime Loan. Changes in the Prime Rate shall cause an immediate adjustment of the interest rate applicable to each Prime Loan without the necessity of any notice to the Borrower.

3.2 Interest on USBR Loans

The Borrower shall pay interest on its USBR Loans outstanding from time to time at a rate *per annum* equal to the aggregate of the USBR and the Applicable Pricing Margin in effect from time to time. Such interest shall be calculated on the principal amount of each USBR Loan, on the basis of the actual number of days each such USBR Loan is outstanding in a year of 365 days and rounded in accordance with the Agent's usual practices. Such interest shall accrue daily and shall be payable quarterly in arrears on each Interest Payment Date for such USBR Loan. Changes in the USBR shall cause an immediate adjustment of the interest rate applicable to each USBR Loan without the necessity of any notice to the Borrower.

3.3 Interest on Daily Compounded CORRA Loans

The Borrower shall pay interest on each of its Daily Compounded CORRA Loans outstanding from time to time at a rate *per annum* equal to the aggregate of Adjusted Daily Compounded CORRA for the applicable Interest Period and the Applicable Pricing Margin in effect from time to time. Such interest shall accrue and compound daily and shall be payable in arrears on each Interest Payment Date of each Interest Period applicable to such Daily Compounded CORRA Loan, for the period commencing on and including, as applicable, the first day of the applicable Interest Period or the preceding Interest Payment Date in such Interest Period, up to but not including such Interest Payment Date, and calculated on a daily basis on the principal amount outstanding under such Daily Compounded CORRA Loan in such Interest Period, based on the actual number of days elapsed divided by 365, rounded in accordance with the Agent's usual practices. Changes in the Daily Compounded CORRA shall cause an immediate adjustment of the interest rate applicable to each Daily Compounded CORRA Loan without the necessity of any notice to the Borrower.

3.4 Interest on Term CORRA Loans

The Borrower shall pay interest on each of its Term CORRA Loans outstanding from time to time at a rate *per annum* equal to the aggregate of Adjusted Term CORRA for the applicable Interest Period and the Applicable Pricing Margin in effect from time to time. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date of each Interest Period applicable to such Term CORRA Loan, for the period commencing on and including, as applicable, the first day of the applicable Interest Period or the preceding Interest Payment Date in such Interest Period, up to but not including such Interest Payment Date, and calculated on a daily basis on the principal amount outstanding under such Term CORRA Loan in such Interest Period, based on the actual number of days elapsed divided by 365, rounded in accordance with the Agent's usual practices.

3.5 Interest on SOFR Loans

The Borrower shall pay interest on its SOFR Loans outstanding from time to time at a rate per annum equal to the aggregate of Adjusted Term SOFR for the applicable Interest Period and the Applicable Pricing Margin in effect from time to time. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date of each Interest Period applicable to each SOFR Loan, for the period commencing on and including, as applicable, the first day of the applicable Interest Period or the preceding Interest Payment Date in such Interest Period, up to but not including such Interest Payment Date, and calculated on a daily basis on the principal amount outstanding under such SOFR Loan in such Interest Period, based on the actual number of days elapsed divided by 360, rounded in accordance with the Agent's usual practices.

3.6 Standby Fees on Credit Facilities

- (a) The Borrower shall pay to the Agent for the account of each Syndicated Facility Lender and shall pay the Operating Facility Lender, as applicable, a standby fee in Cdn. Dollars calculated on the amount, if any, by which the amount of the Outstanding Principal owed to such Lender under the applicable Credit Facility for each day prior to the Credit Facility Maturity Date, is less than such Lender's Syndicated Facility Commitment or Operating Facility Commitment, as the case may be, at the rate *per annum* equal to the Applicable Pricing Margin and computed on the basis of the number of days in the relevant period of determination and a year of 365 days. Fees determined in accordance with this Section shall accrue daily from and after the date hereof and be payable by the Borrower in accordance with Section 3.6(b), until the earlier of cancellation in full of the undrawn portion of the applicable Credit Facility and the Credit Facility Maturity Date.
- (b) The standby fees referred to in Section 3.6(a) shall be payable quarterly in arrears on the third Banking Day following the end of each Fiscal Quarter.
- (c) In order to calculate the daily Outstanding Principal, the Agent or Operating Facility Lender, as applicable, shall convert any Loans not in Cdn. Dollars into the Equivalent Amount in Cdn. Dollars based on the simple average of the monthly average spot rate of exchange quoted by Bank of Canada for each of the months in the previous Fiscal Quarter.

3.7 Agent's Fees

The Borrower shall pay to the Agent, for its own account, the fees required to be paid by the Borrower to the Agent pursuant to the separate agency fee agreement between the Borrower and the Agent. Any unpaid fees under the agency fee agreement shall be deemed to form part of the Loan Indebtedness.

3.8 Interest on Overdue Amounts

To the maximum extent permitted by law, the Borrower shall pay interest on all overdue amounts owing by the Borrower hereunder (including any overdue interest payments) from the date each such amount is due until the date each such amount is paid in full. Such interest shall be calculated daily, compounded monthly and payable on demand of the Agent at a rate *per annum* equal to (a) if the overdue payment is in respect of an amount due in Cdn. Dollars, the interest rate then applicable to a Prime Loan plus [redacted]% *per annum*, and (b) if the overdue payment is in respect of amounts due in U.S. Dollars, the interest rate then applicable to USBR Loans plus [redacted]% *per annum*. [Commercially sensitive rates redacted]

3.9 General Interest Provisions

- (a) In the event of any dispute, disagreement or adjudication involving or pertaining to the determination of any interest rate used in this Agreement (including the Prime Rate, the USBR,

Daily Simple SOFR, Adjusted Daily Simple SOFR, SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or Daily Compounded CORRA) in effect at any time, the certificate of the Agent as to such rate shall be accepted as *prima facie* evidence thereof for all purposes of this Agreement.

- (b) Each determination by the Agent of the amount of interest, fees or other amounts due from the Borrower hereunder shall be *prima facie* evidence of the accuracy of such determination.
- (c) All interest, fees and other amounts payable by the Borrower hereunder shall accrue daily, be computed as described herein, and be payable both before and after demand, maturity, default and judgment.
- (d) To the maximum extent permitted by Applicable Law, the covenant of the Borrower to pay interest at the rates provided herein shall not merge in any judgment relating to any obligation of the Borrower to the Lenders.
- (e) In no event shall any interest, fees or other amounts payable hereunder exceed the maximum rate permitted by Applicable Law. If any such interest or fee exceeds such maximum rate, such interest or fee shall be reduced to the maximum rate recoverable under Applicable Law assuming that the parties had agreed to such amount by contract.
- (f) For the purposes of the *Interest Act* (Canada):
 - (i) whenever a rate of interest or other *per annum* hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year;
 - (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement;
 - (iii) the rates of interest specified in this Agreement are intended to be nominal rates and not effective rates; and
 - (iv) unless otherwise stated, the rates of interest specified in this Agreement are to be calculated on the basis of a calendar year of 365 days.
- (g) The Borrower confirms that it fully understands and is able to calculate the rate of interest applicable to Loans based on the methodology for calculating *per annum* rates provided for in this Agreement and the other Loan Documents. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement or any other Loan Document and the calculation thereof has not been adequately disclosed to the Borrower as required pursuant to Section 4 of the *Interest Act* (Canada).

ARTICLE 4 LETTERS OF CREDIT

4.1 LC Fees

The Borrower shall pay the LC Fee to the Operating Facility Lender, in respect of a Letter of Credit which is an Operating Facility Loan, or to the Agent for the benefit of the Syndicated Facility Lenders, in respect of a Letter of Credit which is a Syndicated Facility Loan, and, if applicable, shall pay the Fronting Fee to each Fronting Lender, in each case quarterly in arrears on each Interest Payment Date described in paragraph (a) of the definition thereof. The LC Fee for a Letter of Credit shall be payable in the currency in which such Letter of Credit is denominated. The LC Fee shall be calculated on the basis of the Applicable Pricing Margin and, together with, if applicable, the Fronting Fee, on the basis of the average daily maximum amount of such Letter of Credit outstanding from and including the date of issue of such Letter of Credit or the immediately preceding Interest Payment Date, as applicable, (each, an "**LC Payment Period**") and the actual number of days the Letter of Credit was outstanding during such LC Payment Period divided by 365, provided that the minimum LC Fee shall be Cdn. or U.S.\$ [redacted] per Letter of Credit, as applicable. The LC Fee shall be for the sole account of the Operating Facility Lender or the Syndicated Facility Lenders, as applicable and the Fronting Fee, if applicable, shall be for the sole account of each Fronting Lender. In addition to the foregoing, with respect to all Letters of Credit, the Borrower shall from time to time pay to the Operating Facility Lender or the Fronting Lender, as applicable, its usual and customary fees and charges (at the then prevailing rates) for the amendment, delivery and administration of letters of credit such as the Letters of Credit and shall pay and reimburse the Agent, the Fronting Lender, the Operating Facility Lender and the Lenders, as applicable, for any reasonable out-of-pocket costs and expenses incurred in connection with any Letter of Credit, including in connection with any payment thereunder. *[Commercially sensitive amount redacted]*

4.2 Procedures and Limitations

The following provisions shall apply to Letters of Credit:

- (a) any request by the Borrower for the issuance of a Letter of Credit shall be given to the Operating Facility Lender or the Agent (with a copy to each Fronting Lender, if applicable), as applicable;
- (b) each Letter of Credit shall have a maximum term of not more than one year (subject to Letters of Credit which contain automatic renewal provisions) and shall otherwise be in a form satisfactory to the Operating Facility Lender or any Fronting Lender, as applicable;
- (c) neither the Operating Facility Lender nor any Fronting Lender shall have any obligation to issue a Letter of Credit until the Borrower has executed and delivered to the Agent or such Lender such ancillary documents, including applications and indemnities (provided the same shall not contain provisions inconsistent herewith), as the Agent or such Lender normally requires for similar transactions at least two Banking Days prior to the date of issuance;
- (d) the Equivalent Amount in Cdn. Dollars of the aggregate undrawn amount of all outstanding and undrawn Letters of Credit issued under the Syndicated Facility shall not exceed Cdn.\$50,000,000 (or the Equivalent Amount in U.S. Dollars) as determined at the time of each issuance of a Letter of Credit;
- (e) any Letter of Credit issued by an Affiliate of a Lender shall nonetheless be deemed to be part of the Outstanding Principal and shall be treated for all purposes hereof as if it was issued by such Lender; and
- (f) the Borrower may not effect a Conversion of a Letter of Credit except in accordance with Section 4.7.

4.3 Special Provisions re Fronted Letters of Credit

- (a) Each Fronting Lender shall exercise and give the same care and attention to each Fronted Letter of Credit issued by it hereunder as it gives to its other letters of credit and similar obligations, and such Fronting Lender's sole liability to each Syndicated Facility Lender shall be to promptly return to the Agent for the account of the Syndicated Facility Lenders, each Syndicated Facility Lender's Pro Rata Share of any payments made to such Fronting Lender by the Borrower hereunder (other than the fees and amount payable to such Fronting Lender for its own account) if the Borrower has made a payment to such Fronting Lender hereunder. Each Syndicated Facility Lender agrees that, in paying any drawing under a Fronted Letter of Credit, a Fronting Lender shall not have any responsibility to obtain any document (other than as expressly required by such Fronted Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of any person delivering any such document. Neither a Fronting Lender nor any of its representatives, officers, employees or agents shall be liable to any Syndicated Facility Lender for:
- (i) any action taken or omitted to be taken in connection herewith at the request or with the approval of the Syndicated Facility Lenders;
 - (ii) any action taken or omitted to be taken in connection with any Fronted Letter of Credit in the absence of gross negligence or wilful misconduct; or
 - (iii) the execution, effectiveness, genuineness, validity, or enforceability of any Fronted Letter of Credit, or any other document contemplated thereby.

A Fronting Lender shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telex, SWIFT or similar writing) believed by it to be genuine or to be signed by the proper Person or Persons.

- (b) The Borrower and each Syndicated Facility Lender hereby authorize each Fronting Lender to review on behalf of each Syndicated Facility Lender each draft and other document presented under each Fronted Letter of Credit issued by such Fronting Lender. The determination of a Fronting Lender as to the conformity of any documents presented under a Fronted Letter of Credit to the requirements of such Fronted Letter of Credit shall, in the absence of such Fronting Lender's gross negligence or wilful misconduct, be conclusive and binding on the Borrower and each Syndicated Facility Lender. Each Fronting Lender shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under any Fronted Letter of Credit issued by such Fronting Lender. Each Fronting Lender shall promptly after such examination:
- (i) notify the Agent and the Borrower by telephone (confirmed in writing) of such demand for payment;
 - (ii) deliver to the Agent a copy of each document purporting to represent a demand for payment under such Fronted Letter of Credit; and
 - (iii) notify the Agent and the Borrower whether said demand for payment was properly made under such Fronted Letter of Credit.
- (c) Each Fronted Letter of Credit issued hereunder shall, unless agreed otherwise by such Fronting Lender, the Borrower and the Agent with respect to such Fronted Letter of Credit, be issued subject to the Uniform Customs & Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (the "**UCP**") (or any replacement thereof) or the International Standby Practices ISP, International Chamber of Commerce Publication No. 590 (the "**ISP98**") (or any replacement thereof), as selected by the Borrower in the Notice of Drawdown (or subject to the UCP if no election is made).

4.4 Fronting Lender Indemnity

- (a) If a Fronting Lender makes payment under any Fronted Letter of Credit and the Borrower does not fully reimburse such Fronting Lender on or before the date of payment, then Section 4.7 shall apply to deem a Loan to be outstanding to the Borrower under this Agreement in the manner herein set out. Each Syndicated Facility Lender shall, on request by a Fronting Lender, immediately pay to such Fronting Lender an amount equal to such Lender's Pro Rata Share of the amount paid by such Fronting Lender such that each Syndicated Facility Lender is participating in the deemed Loan in accordance with its Pro Rata Share and, for certainty, regardless of whether any Default or Event of Default is then outstanding or whether any other condition to the making of a Loan has been satisfied or not.
- (b) Each Syndicated Facility Lender shall immediately on demand indemnify each Fronting Lender to the extent of such Lender's Pro Rata Share of any amount paid or liability incurred by such Fronting Lender under each Fronted Letter of Credit issued by it to the extent that the Borrower does not fully reimburse the Fronting Lender therefor.
- (c) For certainty, the obligations set out in this Section 4.4 shall continue as obligations of those Lenders who were Syndicated Facility Lenders at the time when each such Fronted Letter of Credit was issued notwithstanding that such Lender may assign its rights and obligations hereunder, unless the applicable Fronting Lender specifically releases such Lender from such obligations in writing.

4.5 Letters of Credit if Fronting Lender Ceases to be a Fronting Lender

All Fronted Letters of Credit outstanding as of the effective date on which a Fronting Lender ceases to be a Fronting Lender hereunder ("**Existing Fronted LC's**") shall continue as Fronted Letters of Credit pursuant to this Agreement, unless the beneficiary of such Fronted Letter of Credit agrees that such Fronted Letter of Credit may be replaced by a new Letter of Credit. The Borrower shall use reasonable commercial efforts to negotiate with such beneficiary to replace any Existing Fronted LC's with a new Fronted Letter of Credit or a Letter of Credit under the Operating Facility.

4.6 Records re Letters of Credit

The Operating Facility Lender (in the case of Letters of Credit issued under the Operating Facility) and each Fronting Lender (in the case of Fronted Letters of Credit issued by it) shall maintain records showing the undrawn and unexpired amount of each such Letter of Credit issued and outstanding hereunder and, if applicable, each Syndicated Facility Lender's share of such amount and showing for each Letter of Credit issued hereunder:

- (a) the dates of issuance and expiration thereof;
- (b) the amount thereof; and
- (c) the date and amount of all payments made thereunder.

The Operating Facility Lender and each Fronting Lender shall make copies of such records available to the Borrower or any Lender upon its request.

4.7 Reimbursement or Conversion on Presentation of a Letter of Credit

Upon presentation of a Letter of Credit and payment thereunder by the Operating Facility Lender or a Fronting Lender, as applicable, the Borrower shall (at its option) either forthwith pay to and reimburse the Agent for the account of the Operating Facility Lender or such Fronting Lender, as applicable, all amounts paid pursuant to such Letter of Credit or, failing such payment, the Borrower shall be deemed

to have effected a Conversion of such Letter of Credit into (a) a Prime Loan, in the case of a Letter of Credit denominated in Cdn. Dollars; and (b) a USBR Loan, in the case of a Letter of Credit denominated in U.S. Dollars, in each case, to the extent of the payment by the Operating Facility Lender or such Fronting Lender, as applicable, thereunder.

ARTICLE 5 PAYMENTS

5.1 Repayments under any Credit Facility where Borrowings Exceed Commitment

- (a) If, as a result of currency fluctuations, the Equivalent Amount in Cdn. Dollars of the Outstanding Principal under any Credit Facility is at any time in excess of 103% of the aggregate Commitments for such Credit Facility, the Borrower shall within five Banking Days after receipt of notice from the Agent of such excess:
- (i) repay or otherwise reduce the Outstanding Principal under the applicable Credit Facility by the amount of such excess;
 - (ii) if and to the extent permitted by the Agent or the Operating Facility Lender, as applicable, pay to such Person for deposit into an escrow account maintained by and in the name of such Person for the benefit of the applicable Lenders an amount equal to such excess; or
 - (iii) any combination of (i) or (ii) above.

If such excess is less than 3% of the aggregate Commitments for the applicable Credit Facility, then the Borrower will only be required to repay such excess within 30 days after receipt of notice from the Agent of such excess.

- (b) If the Equivalent Amount in Cdn. Dollars of the Outstanding Principal under any Credit Facility exceeds the aggregate Commitments for such Credit Facility for any reason other than as dealt with under Section 5.1(a) above, the Borrower shall promptly after receipt of notice from the Agent of such excess repay or otherwise reduce the Outstanding Principal under the applicable Credit Facility by the amount of such excess.

5.2 Repayment on Maturity

On the Credit Facility Maturity Date for any Lender, the Borrower shall:

- (a) repay in full all Outstanding Principal owing to such Lender under the Credit Facilities; and
- (b) repay all other Loan Indebtedness owing to such Lender under the Credit Facilities;

and the Commitment(s) of such Lender shall be cancelled in full on such Credit Facility Maturity Date.

5.3 Payments - General

- (a) Subject to the other provisions hereof, the Borrower shall be entitled to repay or prepay all or any portion of any Loan without premium or penalty.
- (b) Prior to making any repayment or prepayment of any Loan under a Credit Facility, the Borrower shall deliver to the Agent or the Operating Facility Lender, as applicable, a Notice of Rollover/Conversion/Repayment at least three Banking Days prior to the requested repayment or prepayment of any such Loan.

- (c) All payments of principal, interest, fees and other amounts owing from time to time by the Borrower to the Lenders pursuant to this Agreement shall be made in the currency in which the related Loan is outstanding (or in Cdn. Dollars if such payment does not relate to any Loan) by deposit or transfer to the Agent's Accounts no later than noon (Calgary time) on the relevant date for payment. Any payment received after noon (Calgary time) shall be deemed to be received on the next following Banking Day.
- (d) The Borrower authorizes and directs the Agent and the Operating Facility Lender, as applicable, to automatically debit the Borrower's Accounts for all amounts payable by the Borrower under this Agreement, including the repayment of principal and the payment of interest and fees and all charges agreed to by the Borrower for the maintaining of the Borrower's Accounts. The Agent shall, as soon as is practical after making any such debit, inform the Borrower of the amount thereof and provide reasonable details of the calculation thereof.
- (e) All payments by the Borrower hereunder shall be made in immediately available freely transferable funds.
- (f) Unless otherwise specifically provided for herein, if any payment required hereunder shall become due and payable on a day which is not a Banking Day, such payment shall be made on the next following Banking Day and any extension of time shall in such case be included in computing interest payable hereunder relating to such payment.
- (g) A repayment or prepayment of a CORRA Loan or SOFR Loan may occur only on the last day of the relevant Interest Period for such Loan (unless the Borrower pays breakage costs to the Lenders in accordance with Sections 5.4(a) and 11.2).
- (h) Unexpired Letters of Credit may only be prepaid by the return thereof to the applicable Fronting Lender or the Operating Facility Lender, as applicable, for cancellation or providing funding therefor in accordance with Section 5.4(b).

5.4 Additional Repayment Terms

- (a) If any CORRA Loan or SOFR Loan is repaid on other than the last day of the applicable Interest Period, the Borrower shall, within three Banking Days after notice is given by the Agent, pay to the Agent for the account of the applicable Lenders all costs, losses, premiums and expenses incurred by the applicable Lenders by reason of the liquidation or redeployment of deposits or other funds, or for any other reason whatsoever, resulting in each case from the repayment of such Loan or any part thereof on other than the last day of the applicable Interest Period. Any Lender, upon becoming entitled to be paid such costs, losses, premiums and expenses, shall deliver to the Borrower and the Agent a certificate of the Lender certifying as to such amounts and, in the absence of manifest error, such certificate shall be conclusive and binding for all purposes.
- (b) With respect to the funding of the repayment of unexpired Letters of Credit pursuant to Section 5.3(h) or otherwise hereunder, it is agreed that the Borrower shall provide for the funding in full of the repayment of unexpired Letters of Credit by paying to and depositing with the Agent cash collateral for each such unexpired Letter of Credit equal to the maximum amount thereof, plus the fees payable pursuant to Section 4.1 through to the expiry of such Letter of Credit, in each case, in the respective currency which the relevant Letter of Credit is denominated; such cash collateral deposited by the Borrower shall be held by the Agent in an interest bearing cash collateral account (including, in the sole discretion of the Agent, in a guaranteed investment certificate account of the Agent on terms specified by the Agent) with interest to be credited to the Borrower at rates prevailing at the time of deposit for similar accounts with the Agent. Such cash collateral accounts shall be assigned to the Agent as security for the obligations of the Borrower in relation to such Letters of Credit and the Lien of the Agent thereby created in such cash collateral shall rank in priority to all other Liens and adverse claims against such cash collateral. Such cash collateral shall be applied to satisfy the obligations of the Borrower for such Letters of Credit as payments are

made thereunder and the Agent is hereby irrevocably directed by the Borrower to so apply any such cash collateral. Amounts held in such cash collateral accounts may not be withdrawn by the Borrower without the consent of the Fronting Lender or the Operating Facility Lender, as applicable; however, interest on such deposited amounts shall be for the account of the Borrower and may be withdrawn by the Borrower so long as no Default or Event of Default is then continuing. If after expiry of the Letters of Credit for which such funds are held and application by the Agent of the amounts in such cash collateral accounts to satisfy the obligations of the Borrower hereunder with respect to the Letters of Credit being repaid, any excess remains, such excess shall be promptly paid by the Agent to the Borrower so long as no Default or Event of Default is then continuing.

5.5 Taxes

- (a) **Payments Clear of Taxes.** Any and all payments by a Loan Party to the Agent or any Lender under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any and all present or future Taxes, except as required by Applicable Law or any interpretation or administration thereof.
- (b) **Payment of Taxes.** In addition to Section 5.5(a), but without duplication, the Borrower agrees to timely pay to the relevant Governmental Authority any present or future stamp, transfer, registration, excise, issue, documentary or other Taxes which arise from any payment made under this Agreement or the Loans or in respect of the execution, delivery or registration of, or the compliance with, or otherwise with respect to, this Agreement or any other Loan Document, other than any Excluded Taxes.
- (c) **Payments Subject to Taxes.** If any Loan Party is required by Applicable Law to deduct, withhold or pay any Taxes, or if any liability for Taxes shall be imposed on the Agent or a Lender or shall arise against the Agent or a Lender from or in respect of any payment by or on account of any obligation of a Loan Party hereunder or under any other Loan Document, then:
- (i) if such Taxes are Indemnified Taxes, the sum payable shall be increased (and, in the case of a Subsidiary Guarantor, the Borrower shall cause such Subsidiary Guarantor to do so) by an amount (and, in the case of interest, the interest increased) when payable as necessary so that after making or allowing for all required deductions, withholdings and payments (including deductions, withholdings and payments applicable to additional sums payable under this Section) the Agent or such Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments been required or if such additional Taxes had not been imposed;
 - (ii) the Borrower shall, and shall cause any Subsidiary Guarantor to, make any such deductions or withholdings required to be made by it under Applicable Law; and
 - (iii) the Borrower shall, and shall cause any Subsidiary Guarantor to, timely pay the full amount of Taxes required to be deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law.
- (d) **Indemnification by Borrower.** The Borrower shall indemnify and hold harmless the Agent and each Lender, within 10 Banking Days after written demand therefor, for (i) the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) paid or payable by the Agent or such Lender or required to be withheld or deducted from a payment to the Agent or such Lender, which were required to be paid or remitted to a Governmental Authority by the Borrower; and (ii) any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of an Lender, shall be conclusive absent manifest error.

- (e) **Evidence of Payments.** As soon as practicable after any payment of Indemnified Taxes by a Loan Party to a Governmental Authority, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.
- (f) **Indemnification by Lender.** Each Lender shall severally indemnify the Agent, within 10 Banking Days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), and (ii) any Taxes attributable to such Lender's failure to provide written notice of an assignment of all or a portion of a Loan and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set-off and apply any and all amounts at any time owing to such Lender under this Agreement or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this Section 5.5(f).
- (g) **Exemption from Tax.** If the Agent or a Lender is entitled to an exemption from or reduction of any Taxes with respect to payments made under this Agreement, it shall deliver to the Borrower, at the time or times prescribed by Applicable Law, such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at such reduced rate or without liability for such Taxes.
- (h) **Treatment of Certain Refunds and Tax Reductions.** If the Agent or a Lender determines, in its sole discretion, that it has received a refund (either in cash or as an offset against other Taxes which are due and payable) of any Taxes as to which it has been indemnified by the Borrower or with respect to which any Loan Party has paid additional amounts pursuant to this Section, it shall pay to the Borrower or other Loan Party, as applicable, an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or other Loan Party under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket costs and expenses (including Taxes) of the Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority). The Borrower shall, and shall cause each Subsidiary Guarantor, as applicable, to, upon the request of the Agent or such Lender, agree to repay the amount paid over to the Borrower or Subsidiary Guarantor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent or such Lender if the Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.
- (i) **FATCA.** If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Taxes imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the *United States Internal Revenue Code of 1986*, as amended from time to time (the "**Code**"), as applicable, or the *Income Tax Act (Canada)*), such Lender shall deliver to the Borrower and the Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or the *Income Tax Act (Canada)* or to determine the amount to deduct and withhold from such payment. For purposes of this paragraph and the definition of Excluded Taxes, "**FATCA**" means Sections 1471 through 1474 of

the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

- (j) **Survival.** The provisions of this Section 5.5 shall survive the repayment of the Loan Indebtedness and cancellation of the Credit Facilities.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties

The Borrower hereby represents and warrants to the Agent and the Lenders that:

- (a) **Incorporation, Organization and Power.** Each of the Loan Parties which is a corporation has been duly incorporated or amalgamated, as applicable, and is validly existing under its governing jurisdiction and is duly registered to carry on business in each jurisdiction in which the nature of any material business carried on by it or the character of any property owned or leased by it makes such registration necessary, and it has full corporate power and capacity to enter into and perform its obligations under the Loan Documents to which it is a party, and to carry on its business as currently conducted. Each of the Loan Parties which is a partnership has been duly organized as a general partnership or a limited partnership, as applicable, and is validly existing under the laws of its governing jurisdiction and is duly registered to carry on business in each jurisdiction in which the nature of any material business carried on by it or the character of any property owned or leased by it make such registration necessary, and it has full power and capacity to enter into and perform its obligations under the Loan Documents to which it is a party, and to carry on its business as currently conducted.
- (b) **Authorization and Status of Agreements.** Each Loan Document has been duly authorized, executed and delivered by each Loan Party that is a party thereto and the execution and delivery thereof and the performance of its obligations thereunder does not conflict with or contravene or constitute a default or create an encumbrance, other than a Permitted Lien, under:
- (i) the constating documents or by-laws of, or any resolution of the directors, the trustee or partners, as the case may be, of any Loan Party;
 - (ii) any material agreement or document to which any Loan Party is a party or by which any Loan Party's property is bound; or
 - (iii) any Applicable Law.
- (c) **Enforceability.** Each of the Loan Documents to which a Loan Party is a party constitutes legal, valid and binding obligations of such party and is enforceable against it in accordance with the terms thereof, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar statutes affecting the enforcement of creditors' rights generally and by general principles of equity.
- (d) **Material Litigation.** Other than as previously disclosed in writing to the Agent, there are no actions, suits or proceedings at law or before or by any Governmental Authority existing or pending, or to the Borrower's knowledge threatened, to which any of the Loan Parties is, or to the Borrower's knowledge is pending or threatened to be made, a party, the result of which would reasonably be expected, if successful against such Loan Party, to have a Material Adverse Effect.

- (e) **Environmental Laws.** Each of the Loan Parties (i) has obtained all permits, licenses and other authorizations which are required under Environmental Laws; and (ii) is in full compliance with Environmental Laws and with the terms and conditions of all such permits, licenses and authorizations; all except to the extent that failure to so obtain or so comply would not reasonably be expected to have a Material Adverse Effect.
- (f) **Title to Properties.** Each of the Loan Parties has good and valid title to its property and assets, subject only to Permitted Liens, Minor Title Defects and any other exceptions which would not reasonably be expected to have a Material Adverse Effect.
- (g) **No Adverse Change.** The audited Financial Statements for its most recent Fiscal Year end provided to the Lenders were prepared in accordance with GAAP and such Financial Statements present fairly in all material respects the Borrower's consolidated financial position as at the date thereof and since that date there has been no occurrence of any event or circumstance which would reasonably be expected to have a Material Adverse Effect and which has not previously been disclosed to the Agent in writing.
- (h) **No Breach of Orders, Licences or Statutes.** None of the Loan Parties is in breach of:
- (i) any order, approval or mandatory requirement or directive of any Governmental Authority;
 - (ii) any governmental licence or permit; or
 - (iii) any Applicable Law,
- the breach of which would reasonably be expected to have a Material Adverse Effect.
- (i) **No Default.** No Default or Event of Default has occurred and is continuing.
- (j) **Approvals.** All regulatory authorizations, consents, approvals, permits and licenses necessary for each of the Loan Parties to carry on their respective business, as currently conducted or proposed to be conducted, and all authorizations, consents and approvals necessary for each of them to enter into the Loan Documents and perform their respective obligations thereunder have, in each case, been obtained and are in good standing, except to the extent that failure to so obtain would not reasonably be expected to have a Material Adverse Effect.
- (k) **Subsidiaries.** As of the Effective Date, the Borrower does not have any Material Restricted Subsidiaries.
- (l) **Pension.** Each Loan Party has in all respects complied with the contractual provisions and Applicable Laws relating to each Pension Plan to which it is a party or by which it is otherwise bound, except to the extent failure to comply would not reasonably be expected to have a Material Adverse Effect. All amounts due and owing under any such Pension Plan have been paid in full, and to the knowledge of the Borrower, no deficiency exists (whether or not waived) under any such Pension Plan that would reasonably be expected to have a Material Adverse Effect.
- (m) **Insurance.** Each Loan Party has in full force and effect such policies of insurance in such amounts issued by such insurers of recognized standing covering the property of the Loan Parties in accordance with prudent industry standards and Section 7.2(h).
- (n) **Taxes.** Except for circumstances which, individually or in the aggregate, do not have and would not reasonably be expected to have a Material Adverse Effect:
- (i) all tax returns required to be filed by the Loan Parties in any jurisdiction have been filed;

- (ii) all Taxes upon the Loan Parties or any of their property, which are due and payable, have been paid on a timely basis or within appropriate extension periods or are being contested in good faith by appropriate proceedings (and in respect of which adequate provision has been made on its books); and
 - (iii) the Loan Parties have collected, deducted, withheld and remitted to the proper taxing authorities when due all Taxes, worker's compensation assessments, employment insurance assessments and other similar amounts required to be collected, deducted, withheld and remitted.
- (o) **Pari Passu Ranking.** The Loan Indebtedness, Cash Management Obligations and Lender Hedge Obligations rank at least *pari passu* in right of payment with all other senior unsecured and unsubordinated Debt and Hedge Obligations of the Borrower and the Subsidiary Guarantors.
- (p) **Information.** All factual information furnished by or on behalf of the Loan Parties to the Agent in connection with the Credit Facilities or the Loan Parties (other than any information expressly disclaimed by the Borrower) was, in the case of financial projections, prepared in good faith based upon reasonable assumptions at the date of preparation and, in all other cases, true and accurate in all material respects at the time given and the Borrower is not aware of any omission of any material fact which renders such factual information incomplete or misleading in any material respect at the time given.
- (q) **Anti-Corruption Laws and Sanctions.** The Borrower has implemented and maintains in effect policies or codes of conduct intended to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers and employees with, in each case, Anti-Corruption Laws and Sanctions applicable to such Persons. None of the Borrower, its Subsidiaries or, to the knowledge of the Borrower, any of their respective directors, officers and employees is a Sanctioned Person. No part of the proceeds of the Loans will be used intentionally by the Borrower: (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation in any material respect of any Anti-Corruption Laws, (ii) for the purpose of funding (including payments made to) or financing any activities, investments, business or transaction of or with any Person known to the Borrower to be a Sanctioned Person, or in any country known to the Borrower to be a Sanctioned Country where such Sanctions relate to the business activities of the Borrower or its Subsidiaries, or (iii) in any manner that would result in the violation in any material respect of any Sanctions applicable to the Borrower or any of its Subsidiaries.

6.2 Nature and Survival of Representations and Warranties

All statements contained in any certificate or other instrument delivered by or on behalf of the Borrower pursuant to or in connection with this Agreement, and all representations, warranties, covenants, indemnities and agreements contained in the Loan Documents, shall survive the execution and delivery of the Loan Documents, the making of Loans and the repayment of the Loan Indebtedness. All such representations and warranties shall be deemed to be repeated on each Drawdown Date, as if made on such date (except for those representations and warranties which are expressly limited to a specific date).

ARTICLE 7 COVENANTS

7.1 Reporting Covenants

While any Loan Indebtedness under any Credit Facility is outstanding or any Credit Facility remains in existence, the Borrower covenants with the Agent and the Lenders that:

- (a) **Quarterly Financial Statements.** Within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, the Borrower will deliver to the Agent copies of the quarterly unaudited Financial Statements and Adjusted Financial Statements; provided that the requirement to deliver such Financial Statements may be satisfied by posting same on www.SEDAR.com or on a website, as applicable, within the time periods referred to above and forthwith advising the Agent that such Financial Statements have been so posted and the details of any website on which the same have been posted.
- (b) **Annual Financial Statements.** Within 90 days after the end of each Fiscal Year, the Borrower will deliver to the Agent copies of the annual audited Financial Statements and annual unaudited Adjusted Financial Statements; provided that the requirement to deliver such Financial Statements may be satisfied by posting same on www.SEDAR.com or on a website, as applicable, within the time periods referred to above and forthwith advising the Agent that such Financial Statements have been so posted and the details of any website on which the same have been posted.
- (c) **Quarterly Compliance Certificate.** Within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year and within 90 days after the end of each Fiscal Year, the Borrower will deliver to the Agent a Compliance Certificate.
- (d) **Engineering Reports.** Within 90 days after the end of each Fiscal Year, the Borrower will deliver to the Agent an Independent Engineering Report with an effective date which is the last day of the prior Fiscal Year, which Independent Engineering Report shall be based, to the Borrower's knowledge, on information provided by the Borrower to the Independent Petroleum Engineer, which is accurate and complete in all material respects.
- (e) **Budgets** Within 90 days after the end of each Fiscal Year, the Borrower will deliver a Budget which forecasts expenditures for the current Fiscal Year.
- (f) **Board Hedging Policies.** The Borrower will promptly notify the Agent of the establishment of, and any subsequent amendments or supplements to, the written policies of the Borrower's board of directors setting forth the policies, limits and management reporting responsibilities in relation to Hedge Agreements and provide true and complete copies of such policies, amendments or supplements to the Agent.
- (g) **Notice of Default.** The Borrower will notify the Agent of the occurrence of any Default or Event of Default forthwith upon becoming aware thereof and specify in such notice the nature of the event and the steps taken or proposed to be taken to remedy the same.
- (h) **Notice of Legal Proceedings.** The Borrower will, forthwith upon becoming aware thereof, notify the Agent of the commencement of any legal or administrative proceedings against any Loan Party which, if adversely determined against such Loan Party, would reasonably be expected to have a Material Adverse Effect.
- (i) **Notice of Environmental Damage.** The Borrower will, forthwith upon becoming aware thereof, notify the Agent of the discovery of any contaminant or of any Release of a contaminant into the Environment from or upon the land or property owned, operated or controlled by any Loan Party which would reasonably be expected to have a Material Adverse Effect.
- (j) **Further Information.** The Borrower will promptly provide (or provide access to) any other documentation and information relating to the Loan Parties and their respective properties, including without limitation, information regarding the Borrower's or any Restricted Subsidiary's operations, business affairs and financial condition, as the Agent on behalf of the Lenders may reasonably request subject to any contractual restrictions regarding confidentiality, provided that the Borrower shall use reasonable commercial efforts to overcome such restrictions.

- (k) **Further Notices.** The Borrower will provide prompt notice to the Agent of (A) any Loan Party obtaining a corporate or long term debt rating from any rating agency and any future change in any such rating or (B) the occurrence of any Material Adverse Effect and specify in such notice the nature of the event and the steps taken or proposed to be taken to remedy the same.
- (l) **Sustainability Pricing Certificate.** Promptly following a change or discontinuation of the SMS from that in effect on the Third Amendment Date or receipt of an updated ESG Rating Report and in any event not less frequently than annually, the Borrower will deliver to the Agent a Sustainability Pricing Certificate setting forth the most recent SMS and, if applicable, the corresponding adjustment in the Applicable Sustainability Adjustment. Non-compliance with this Section 7.1(l) by the Borrower will not constitute a default by the Borrower of any of its obligations hereunder or under any other Loan Document, and will not result in any Default or Event of Default.

7.2 Positive Covenants

While any Loan Indebtedness under any Credit Facility is outstanding or any Credit Facility remains in existence, the Borrower covenants with the Agent and the Lenders that:

- (a) **Punctual Payment.** The Borrower will pay or cause to be paid all Loan Indebtedness and other amounts payable under the Loan Documents punctually when due.
- (b) **Legal Existence.** Except as permitted by Section 7.3(d) and as otherwise permitted hereunder, the Borrower will do or will cause to be done all things necessary to (i) preserve and keep in full force and effect each Loan Party's legal existence in good standing under the laws of its governing jurisdiction and (ii) ensure that each Loan Party is duly registered to carry on business in each jurisdiction in which the nature of any business carried on by it or the character of any property owned or leased by it make such registration necessary, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.
- (c) **Compliance with Law.** The Borrower will, and will cause each other Loan Party to, comply with all Applicable Laws, including Environmental Laws, except to the extent that the failure to so comply would not reasonably be expected to have a Material Adverse Effect.
- (d) **Performance of Obligations.** The Borrower will, and will cause each other Loan Party to, observe the terms of and perform its obligations under each of the Loan Documents to which it is a party.
- (e) **Inspection of Property; Books and Records; Discussions.** The Borrower will, and will cause each other Loan Party to, maintain books and records of account in accordance with GAAP and all Applicable Laws; and permit representatives of the Agent no more than once a year while no Event of Default exists (at the Lenders' expense) and at any time while an Event of Default exists (at the Borrower's expense), subject to the Borrower's health and safety requirements, to visit and inspect any property of any Loan Party, including with respect to environmental matters related thereto, and to examine and make abstracts from any books and records of any Loan Party at any reasonable time during normal business hours and upon reasonable request and notice and to discuss the business, property, condition (financial or otherwise) and prospects of any Loan Party with their senior officers.
- (f) **Operation of Properties.** The Borrower will, and will cause each other Loan Party to, manage, maintain and operate their respective property, or, if it is the lessor of such property, use commercially reasonable efforts to ensure that its lessees manage, maintain and operate such property in accordance with (i) sound industry practice and (ii) all Applicable Laws, except, in each case, to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

- (g) **Performance of Leases.** The Borrower will, and will cause each other Loan Party to, perform or cause to be performed all obligations under all leases relating to its property where it is a lessee, and use commercially reasonable efforts to ensure that its lessees perform or cause to be performed all obligations under all leases relating to its property where a Loan Party is the lessor, including payment of rentals, royalties, taxes or other charges in respect thereof which are necessary to maintain all such leases in good standing, except, in each case, to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.
- (h) **Insurance.** The Borrower will, and will cause each other Loan Party to, maintain or cause to be maintained with insurers of recognized standing adequate insurance (including deductibles which are customary and prudent for the industry) in respect of the property and assets of the Loan Parties according to prudent industry standards, and will provide the Agent with copies of all insurance policies relating thereto if so requested.
- (i) **Pensions.** The Borrower will, and will cause each other Loan Party to (i) maintain the registered status of each Pension Plan and all other Applicable Laws which require registration, (ii) pay or cause to be paid all material obligations of each Loan Party (including fiduciary, funding, investment and administration obligations) required to be performed in connection with each Pension Plan in a timely fashion, (iii) properly withhold all employee contributions to each Pension Plan by way of authorized payroll deduction or otherwise and pay into those plans in a timely manner, and (iv) cause all material reports and disclosures relating to each Pension Plan required by those plans and any Applicable Laws to be filed or distributed in a timely manner, except, in each case, to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.
- (j) **Payment of Taxes.** The Borrower will, and will cause each other Loan Party to, file all tax returns which are required to be filed and pay all Taxes (including interest and penalties) which are due and payable, unless such payment is being disputed in good faith, and the applicable Loan Party has made all appropriate provision in respect thereof in accordance with GAAP, except, in each case, to the extent that a failure to do so would not reasonably be expected to have a Material Adverse Effect.
- (k) **Remittances.** The Borrower will, and will cause each other Loan Party to, make all of the remittances required to be made by each Loan Party to the applicable federal, provincial, municipal or state governments and keep such remittances up to date, except to the extent that a failure to do so would not reasonably be expected to have a Material Adverse Effect.
- (l) **Wholly-Owned Status.** The Borrower will ensure that all of the Restricted Subsidiaries will be direct or indirect wholly-owned Subsidiaries of the Borrower; and that any direct or indirect Subsidiary of the Borrower which owns any shares or partnership interests in a Restricted Subsidiary will also be a Restricted Subsidiary.
- (m) **Restricted Subsidiary Guarantees.** Within 30 days of an existing or new Subsidiary becoming a Material Restricted Subsidiary, the Borrower will cause such Material Restricted Subsidiary to execute and deliver in favour of the Agent a Restricted Subsidiary Guarantee together with an Officer's Certificate confirming that all authorizations and actions have been taken by such Material Restricted Subsidiary to authorize, execute and deliver the Restricted Subsidiary Guarantee and that such Material Restricted Subsidiary is at the time of executing such Restricted Subsidiary Guarantee a direct or indirect wholly-owned Subsidiary of the Borrower. The Borrower will also deliver or cause to be delivered such other documentation relating thereto as may be requested by the Agent, acting reasonably, including a legal opinion of Borrower's Counsel in form and substance satisfactory to the Agent, acting reasonably.
- (n) **Pari Passu Ranking.** The Borrower will, and will cause each other Loan Party to, ensure that all Loan Indebtedness, Cash Management Obligations and Lender Hedge Obligations rank at least *pari passu* with all other senior unsecured and unsubordinated Debt and Hedge Obligations of the Borrower and the Subsidiary Guarantors.

- (o) **Ownership of Assets.** The Borrower will ensure that at all times (i) the Loan Parties directly own at least 85% of Consolidated Tangible Assets, and (ii) the Borrower and the Material Restricted Subsidiaries directly own at least 90% of Adjusted Consolidated Tangible Assets.
- (p) **Anti-Corruption Laws and Sanctions.** The Borrower shall maintain in effect and enforce policies or codes of conduct intended to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws and Sanctions applicable to such Persons.

7.3 Negative Covenants

While any Loan Indebtedness under any Credit Facility is outstanding or any Credit Facility remains in existence, the Borrower covenants with the Agent and the Lenders that:

- (a) **Limitation on Liens.** The Borrower will not, and will not permit any other Loan Party to, create or permit to exist a Lien over its property or assets, except for Permitted Liens.
- (b) **Limitation on Distributions.** The Borrower will not, and will not permit any other Loan Party to:
 - (i) make any Distribution (other than to another Loan Party) if an Event of Default has occurred and is continuing or if such Distribution would reasonably be expected to cause a Default or Event of Default to occur; or
 - (ii) make any cash payment in respect of Subordinated Debt or Convertible Debentures if a Default or Event of Default has occurred and is continuing or if such payment would reasonably be expected to cause a Default or Event of Default to occur.
- (c) **Limitation on Hedging Agreements.** The Borrower will not, and will not permit any other Loan Party to, enter into or maintain Hedging Agreements unless the same are entered into in accordance with the then applicable hedging policies approved by the board of directors of the Borrower or are otherwise approved by the board of directors of the Borrower; provided that notwithstanding the foregoing, the Borrower and the other Loan Parties will not enter into or maintain Hedging Agreements for speculative purposes.
- (d) **Mergers, Amalgamations and Consolidations.** The Borrower will not, and will not permit any other Loan Party to, enter into any transaction whereby all or substantially all of the undertaking, property and assets of such Loan Party would become the property of any other Person (a "**successor entity**") whether by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, merger, transfer, sale or otherwise (other than any such transaction solely among the Loan Parties) unless:
 - (i) such transaction takes place in accordance with the Applicable Laws;
 - (ii) prior to or contemporaneously with the consummation of such transaction, such Loan Party, and the successor entity, as applicable, shall have executed such instruments and done such things as in the opinion of the Agent (acting reasonably) are necessary or advisable to establish that upon the consummation of such transaction:
 - (A) the successor entity shall have assumed all the covenants and obligations of such Loan Party under the Loan Documents to which it is a party;
 - (B) the Loan Documents, as applicable, shall be a valid and binding obligation of the successor entity entitling the Agent and the Lenders, as against the successor entity, to exercise all their rights thereunder;

- (C) the rights and benefits afforded or intended to be afforded the Agent and the Lenders under the Loan Documents to which such Loan Party is a party are not adversely affected in any material respect; and
- (iii) legal opinions satisfactory to the Agent (acting reasonably) confirming the matters set forth in Sections 7.3(d)(ii)(A) and 7.3(d)(ii)(B) above are provided by Borrower's Counsel;
- (iv) no Default or Event of Default is subsisting or would occur after giving effect to such transaction; and
- (v) the Lenders (acting reasonably) are satisfied with the creditworthiness of the successor entity, provided that the Lenders shall be deemed to be satisfied with the creditworthiness of the successor entity or, where the successor entity remains a Restricted Subsidiary or the Borrower, if the senior unsecured long term debt of the successor entity or the Borrower is rated equal to or above Investment Grade immediately prior to the effective date of the transaction and the Lenders have received satisfactory evidence that the applicable rating agencies have concluded that such rating will be equal to or above Investment Grade after giving effect to the transaction.
- (e) **Financial Assistance.** The Borrower will not, and will not permit any other Loan Party to, provide any Financial Assistance to any Person, other than to another Loan Party, which in the aggregate at any time exceeds the Threshold Amount.
- (f) **Transactions with Affiliates.** The Borrower will not, and will not permit any other Loan Party to, except as specifically permitted hereunder, enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of its shareholders, partners or with any Affiliate, or with any of its or their directors or officers, or enter into, assume or suffer to exist any employment, consulting or analogous agreement or arrangement with any such shareholder, partner or Affiliate or with any of its directors or officers, except a transaction or agreement or arrangement which is upon fair and reasonable terms not less favourable to the applicable Loan Party that it would obtain in comparable arms-length transaction; provided that this restriction will not apply to any transaction or agreement solely among the Loan Parties.
- (g) **Change in Business.** The Borrower will not, and will not permit any other Loan Party to, make any material change in the nature of their business (as determined on a consolidated basis) from their business as conducted on the Effective Date.
- (h) **Asset Dispositions.** The Borrower will not, and will not permit any other Loan Party to, directly or indirectly, make any sale, exchange, lease, transfer, conveyance or other disposition of any of its properties or assets to any Person if the aggregate net proceeds received from all such dispositions (other than Permitted Dispositions) would exceed Cdn.\$200,000,000 in any period of four consecutive Fiscal Quarters.
- (i) **Non-Guarantor Restricted Subsidiary Debt.** The Borrower will not permit the Restricted Subsidiaries who are not Subsidiary Guarantors to incur, assume or otherwise become liable for Adjusted Consolidated Total Debt which in aggregate exceeds the Threshold Amount less the aggregate principal amount of obligations secured under paragraph (m) of the definition of Permitted Liens.

7.4 Financial Covenants

While any Loan Indebtedness under any Credit Facility is outstanding or any Credit Facility remains in existence, the Borrower covenants and agrees with the Agent and the Lenders that, as at the end of each Fiscal Quarter:

- (a) the Adjusted Consolidated Senior Debt to EBITDA Ratio will not exceed 3.5:1.0;
- (b) the Adjusted Consolidated Total Debt to EBITDA Ratio will not exceed 4.0:1.0, except that upon the completion of a Material Acquisition and for a period commencing with the Fiscal Quarter in which such Material Acquisition was completed and extending to and including the end of the second full Fiscal Quarter after the Fiscal Quarter in which such Material Acquisition was completed, the Adjusted Consolidated Total Debt to EBITDA Ratio will not exceed 4.5:1.0; and
- (c) the Adjusted Consolidated Total Debt to Capitalization Ratio will not exceed 55%,

provided that the above base level covenant threshold in Section 7.4(b) shall only be increased after the completion of any Material Acquisition if (i) the Borrower would have continued to comply with such base level covenant threshold if such Material Acquisition had not been completed during such period, and for the purposes of such determination (A) any Adjusted Consolidated EBITDA attributable to such Material Acquisition shall be deemed to have not been generated, (B) any Adjusted Consolidated Total Debt incurred to finance such Material Acquisition shall be deemed to have not been incurred and (C) any Adjusted Consolidated Shareholders' Equity issued in connection with such Material Acquisition shall be deemed to have not been issued, and (ii) the Borrower provides evidence of such compliance with such base level covenant in its Compliance Certificate relating to each applicable Fiscal Quarter.

ARTICLE 8 CONDITIONS PRECEDENT

8.1 Conditions Precedent to Effectiveness

This Agreement will become effective upon the following conditions being met (or waived in writing by all Lenders):

- (a) receipt by the Agent, for and on behalf of the Lenders, of the following documents (each in form and substance satisfactory to the Agent, acting reasonably):
 - (i) a duly executed copy of this Agreement;
 - (ii) an incumbency certificate of the Borrower certifying the name and true signatures of the Borrower's officers authorized to sign this Agreement and the other Loan Documents; and
 - (iii) a certificate of status of the Borrower in respect of its jurisdiction of organization; and
- (b) all representations and warranties contained in Section 6.1 are true and correct in all material respects.

8.2 Conditions Precedent to Drawdowns, Rollovers and Conversions

The obligation of the Lenders to make any Drawdown shall be subject to satisfaction of the following conditions precedent on or before the relevant Drawdown Date:

- (a) the Agent shall have received a Notice of Drawdown in respect of such Drawdown in accordance with Section 2.3;
- (b) on the relevant Drawdown Date, all representations and warranties contained in the Loan Documents shall be true and correct in all material respects as if made on such date (except for those representations and warranties which are expressly limited to a specific date); and
- (c) no Default or Event of Default shall exist on the relevant Drawdown Date, and no Default or Event of Default shall occur as a result of the making of such Drawdown.

The obligation of the Lenders to make any Rollovers or Conversions shall be subject to satisfaction of the condition precedent that no Default or Event of Default shall exist on the applicable Rollover Date or Conversion Date.

8.3 Waiver of Conditions Precedent

The conditions precedent set out in Sections 8.1 and 8.2 are inserted for the sole benefit of the Lenders and may only be waived by the Lenders, in whole or in part and with or without terms or conditions, without affecting the right of the Lenders to assert such terms and conditions in respect of any other Drawdown, Rollover or Conversion or any other matter contemplated by this Agreement.

8.4 Form and Substance of Documents

All Loan Documents, certificates, reports, opinions and other documentation which the Lenders are entitled to receive under Section 8.1 or 8.2 from time to time shall be in form and substance satisfactory to the Lenders and their counsel, acting reasonably, and (unless agreed otherwise by the Agent) shall be provided with sufficient numbers to enable the Agent to distribute at least one original thereof to each Lender.

ARTICLE 9 EVENTS OF DEFAULT

9.1 Events of Default

Each of the following events shall constitute an "**Event of Default**":

- (a) **Payment.** If the Borrower fails to pay all or any part of the Loan Indebtedness on the date such amount becomes due and payable hereunder, and such default continues for at least one Banking Day (in the case of a principal payment) and three Banking Days (in all other cases);
- (b) **Financial Covenants.** If the Borrower fails to observe any of its financial covenants under Section 7.4;
- (c) **Certain Covenants.** If any Loan Party fails to perform or observe any of its covenants and obligations under Section 7.1(g), 7.2(b)(in the case of the legal existence of the Borrower only), 7.3(a), 7.3(b), 7.3(d) or 7.3(h) and such default continues for at least 10 days after written notice thereof is given by the Agent to the Borrower specifying such default and requiring it to be remedied;
- (d) **Other Covenants.** If any Loan Party fails to perform or observe any of its covenants and obligations under the Loan Documents (excluding the covenants referred to in Sections 9.1(a), 9.1(b) and 9.1(c) immediately above and any other covenant specifically covered in this Section 9.1) and such default continues for at least 30 days after written notice thereof is given by the Agent to the Borrower specifying such default and requiring it to be remedied;
- (e) **Representations.** If any representation and warranty made by any Loan Party in the Loan Documents proves to be incorrect or misleading in any material respect when made or deemed to be made and such inaccuracy or misrepresentation continues for at least 30 days after written notice thereof is given by the Agent to the Borrower specifying such inaccuracy and requiring it to be remedied;
- (f) **Unenforceability.** If any material provision of any Loan Document either (i) becomes invalid or unenforceable and such invalidity or unenforceability continues for at least 15 days after written notice thereof is given by the Agent to the Borrower specifying such invalidity or unenforceability and requiring it to be remedied or (ii) is repudiated, or the validity or enforceability thereof is contested, by any Loan Party;

- (g) **Insolvency of Borrower or Material Restricted Subsidiaries.** If under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding Up Act* (Canada) or any other bankruptcy, insolvency or analogous laws:
- (i) the Borrower or any Material Restricted Subsidiary makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or seeks any relief;
 - (ii) any action is taken by or against the Borrower or any Material Restricted Subsidiary for its winding up, liquidation or for the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or if any other officer with similar powers is appointed over the Borrower or any Material Restricted Subsidiary or if a judgment or order shall be entered by any court or jurisdiction approving a petition for reorganization, arrangement or composition of or in respect of the Borrower or any Material Restricted Subsidiary and, in the case of any such action, appointment or entry initiated by a third party against the Borrower or any Material Restricted Subsidiary, if such action or appointment shall continue undismissed or unstayed for a period of 30 days, or
 - (iii) the Borrower or any Material Restricted Subsidiary is adjudged or declared bankrupt;
- (h) **Insolvency of Minor Restricted Subsidiaries.** If any of the facts or circumstances described in Section 9.1(g) with respect to the Borrower or any Material Restricted Subsidiary apply to a Restricted Subsidiary which is not a Material Restricted Subsidiary and such fact or circumstance has or would reasonably be expected to have a Material Adverse Effect;
- (i) **Judgment.** If any final, non-appealable judgment or judgments for the payment of amounts in excess of the Threshold Amount is rendered against one or more Loan Parties and is not discharged or stayed within 30 days from the date of imposition of such judgment;
- (j) **Lender Hedge Cross Default.** If any Loan Party defaults in the payment or performance of any Lender Hedge Obligations when due (whether at scheduled maturity or by required prepayment, acceleration, demand or otherwise) or required to be performed and, if there is a grace period applicable thereto, such failure continues on beyond the expiry of the grace period applicable thereto;
- (k) **Debt Cross-Default.** If any one or more Loan Parties fails to pay any Debt or any Hedge Obligations (other than Lender Hedge Obligations) in excess of the Threshold Amount, in the aggregate, when due (whether at scheduled maturity or by required prepayment, acceleration, demand or otherwise), or if any one or more Loan Parties is in default under any other term or provision of any agreement evidencing or relating to any Debt or any Hedge Agreement (other than a Lender Hedge Agreement) in excess of the Threshold Amount, in the aggregate, which would allow such Debt or Hedge Obligations to be accelerated or terminated and, in each case if there is a grace period applicable thereto, such failure or default continues unremedied beyond the expiry of the grace period;
- (l) **Change of Control.** If a Change of Control occurs and is not consented to by the Majority Lenders within 30 days; or
- (m) **Qualified Auditor Report.** If the audited Financial Statements that are required to be delivered by the Borrower pursuant to Section 7.1(b) contain a material qualification that is not acceptable to the Majority Lenders, acting reasonably, and within a period of 30 days after the delivery of such Financial Statements by the Borrower hereunder either (i) such qualification is not rectified or otherwise dealt with to the satisfaction of the Majority Lenders, acting reasonably; or (ii) the Borrower has not delivered a plan to the Agent as to how the Borrower plans to rectify or otherwise deal with such qualification (such plan to include the time frame within which the Borrower proposes to rectify or otherwise deal with such qualification) and such plan is not satisfactory to the Majority

Lenders, acting reasonably, and following delivery and acceptance of such plan, the Borrower fails to diligently pursue the same and rectify or otherwise deal with the qualification in accordance with the plan and within the proposed timeframe.

9.2 Effect of Events of Default

If an Event of Default occurs, the Agent with the approval of the Majority Lenders may, by notice in writing to the Borrower, cancel the availability of the Credit Facilities and/or declare all or any part of the outstanding Loans thereunder, together with all accrued and unpaid interest thereon and all other Loan Indebtedness thereunder, to be immediately due and payable (an "**Acceleration Notice**"), whereupon:

- (a) all such amounts shall become immediately due and payable, without protest, presentment, demand or further notice of any kind, all of which are expressly waived by the Borrower and the Borrower hereby unconditionally promises and agrees to immediately pay such amounts to the Agent;
- (b) such notice shall constitute due demand for payment under any notes issued pursuant to the Loan Documents;
- (c) the Restricted Subsidiary Guarantees shall become enforceable;
- (d) at the option of the Majority Lenders, the Borrower shall convert any CORRA Loan into a Prime Loan and any SOFR Loan into a USBR Loan, in each case, notwithstanding that such Conversion may cause the Borrower to incur liability pursuant to Sections 5.4(a) and 11.2);
- (e) at the option of the Majority Lenders, the Borrower shall forthwith pay funds in an amount sufficient to pay the maximum aggregate amount for which the Lenders are or may become liable in respect of all outstanding Letters of Credit under the Credit Facilities into a cash collateral account with the Agent and any amount not so paid by the Borrower may, at the option of the Majority Lenders and without notice to the Borrower, be paid by the Lenders into an interest-bearing cash collateral account and shall be deemed to constitute a Prime Loan (for amounts denominated in Cdn. Dollars) or a USBR Loan (for amounts denominated in U.S. Dollars); and
- (f) the Agent on behalf of the Lenders shall be entitled to exercise all rights and remedies available to it under any of the Loan Documents, at law, in equity, by statute, or otherwise.

9.3 Right of Set-Off

If an Event of Default exists, each Lender is hereby authorized at any time and from time to time during the continuance of such Event of Default, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent permitted by law, to set-off and apply any and all deposits (whether general or special, time or demand, provisional or final, matured or unmatured) at any time held and any and all other obligations at any time owing by such Lender to or for the credit or the account of the Borrower against any or all of the Loan Indebtedness of the Borrower. Such Lender agrees to promptly notify the Borrower after any such set-off and application; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. This set-off may occur notwithstanding that such deposits or other obligations are expressed in different currencies and such Lender is hereby authorized to effect any necessary currency conversions at the Exchange Rate.

9.4 Application of Payments after an Event of Default

Except as otherwise agreed to by all the Lenders in their sole discretion, any sum received by the Agent or the Lenders for application in respect of the Loan Indebtedness, any Cash Management Obligations and any Lender Hedge Obligations at any time after delivery of an Acceleration Notice or the

occurrence of an Event of Default specified in Section 9.1(g), shall (except to the extent any such sums are received by a Lender in respect of any Cash Management Obligations or Lender Hedge Obligations which are secured by a Permitted Lien) be applied by the Agent among the Lenders and the Agent in accordance with amounts owed to the Lenders, the Cash Management Lenders, the Lender Hedge Providers and the Agent in respect of each category of amounts set forth below, each such application to be made in the following order with the balance remaining after application in respect of each category to be applied to the next succeeding category:

- (a) in or towards payment of any fees or expenses then due and payable to the Agent hereunder;
- (b) rateably among the Lenders, the Cash Management Lenders and the Lender Hedge Providers in respect of amounts due and payable to the Lenders, the Cash Management Lenders and the Lender Hedge Providers as and by way of recoverable expenses hereunder, under any Cash Management Documents and under any Lender Hedge Agreement to which any Lender Hedge Provider is a party;
- (c) rateably among the Lenders in respect of amounts due and payable to the Lenders as and by way of any fees then due and payable to the Lenders hereunder;
- (d) rateably among the Lenders in respect of amounts due and payable to the Lenders by way of interest pursuant to Sections 3.1, 3.2, 3.3, 3.4 and 3.5, LC Fees pursuant to Section 4.1, interest on overdue amounts pursuant to Section 3.8 and standby fees pursuant to Section 3.6;
- (e) rateably among the Lenders in respect of any other amount (other than Outstanding Principal) not hereinbefore referred to in this Section 9.4 which are then due and payable by the Borrower hereunder;
- (f) rateably among the Lenders, the Cash Management Lenders and the Lender Hedge Providers in or towards repayment to the Lenders, the Cash Management Lenders and the Lender Hedge Providers of the Loan Indebtedness then outstanding hereunder, the Cash Management Obligations then outstanding and the Lender Hedge Obligations then outstanding, subject to any adjustments required to be made in accordance with the provisions of Section 12.4; and
- (g) any balance remaining to the Borrower or as otherwise required by Applicable Law.

9.5 Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Agent and the Lenders under the Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law; any single or partial exercise by the Agent or any Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement therein contained shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Agent or such Lender or any of the other Lenders may be lawfully entitled for the same default or breach, and any waiver by the Agent or any Lender of the strict observance, performance or compliance with any term, covenant, condition or agreement therein contained, and any indulgence granted thereby, shall be deemed not to be a waiver of any subsequent default. To the extent permitted by Applicable Law, the Borrower hereby waives any rights now or hereafter conferred by statute or otherwise which may limit or modify any of the Agent's or any Lender's rights or remedies under the Loan Documents. The Agent may on behalf of the Lenders and shall, if so required by the Majority Lenders, to the extent permitted by Applicable Law, bring suit at law, in equity or otherwise for any available relief or purpose including but not limited to:

- (a) the specific performance of any covenant or agreement contained in the Loan Documents;
- (b) enjoining a violation of any of the terms of the Loan Documents;

- (c) aiding in the exercise of any power granted by the Loan Documents or by Applicable Law; or
- (d) obtaining and recovering judgment for any and all amounts due in respect of the Loan Indebtedness or amounts otherwise due hereunder or under the Loan Documents.

9.6 "True-Up" Adjustments Upon Acceleration

After all Loan Indebtedness is declared by the Agent (or deemed) to be due and payable pursuant to Section 9.2, (a) each Lender agrees that it will at any time or from time to time thereafter at the request of the Agent as required by any Lender, purchase at par on a non-recourse basis a participation in the Outstanding Principal owing to each of the other Lenders and make any other adjustments as are reasonably necessary or appropriate (including indemnities for any then outstanding Letters of Credit, CORRA Loans and SOFR Loans), in order that the Outstanding Principal owing to each of the Lenders, as adjusted pursuant to this Section 9.6, will be in the same proportion as each Lender's Commitment was to the Total Commitment immediately prior to the Event of Default resulting in such declaration, and (b) the amount of any repayment made by or on behalf of the Loan Parties under the Loan Documents or any proceeds received by the Agent or the Lenders pursuant to Section 9.4 will be applied by the Agent in a manner such that to the extent possible the Outstanding Principal owing to each Lender after giving effect to such application will be in the same proportion as each Lender's Commitment was to the Total Commitment immediately prior to the Event of Default resulting in such declaration.

ARTICLE 10 CHANGE OF CIRCUMSTANCES

10.1 Increased Costs

- (a) Other than specific proposals to amend the *Income Tax Act* (Canada) or the regulations thereto which have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof and contained in a "Notice of Ways and Means Motion" released by or on behalf of the Department of Finance (Canada) prior to the date hereof, if after the date hereof the introduction of or any change in any Applicable Laws or in the interpretation or application thereof by any Governmental Authority charged with the interpretation or administration thereof, or if compliance with any request or directive from any central bank or other fiscal, monetary or other authority (whether or not having the force of law) issued or otherwise coming into effect after the date hereof:
 - (i) subjects a Lender to, or causes the withdrawal or termination of a previously granted exemption with respect to, any Taxes (other than Taxes on a Lender's income or capital (other than capital adequacy requirements) or Taxes incurred wholly because a Lender has ceased to be a resident of Canada within the meaning of the *Income Tax Act* (Canada)), or changes the basis of taxation of payments due to a Lender, or increases any existing Taxes (other than Taxes on a Lender's income or capital (other than capital adequacy requirements) or Taxes incurred wholly because a Lender has ceased to be a resident of Canada within the meaning of the *Income Tax Act* (Canada)) on payments of principal, interest or other amounts payable by the Borrower to a Lender under this Agreement;
 - (ii) imposes, modifies or deems applicable any reserve, liquidity, special deposit, regulatory or similar requirement against assets or liabilities held by, or deposits in or for the account of, or loans by a Lender, or any acquisition of funds for loans or commitments to fund loans or obligations in respect of undrawn, committed lines of credit or in respect of bankers' acceptances accepted by a Lender;
 - (iii) imposes on a Lender or requires there to be maintained by a Lender any capital adequacy or additional capital requirements (including a requirement which affects a Lender's

allocation of capital resources to its obligations) in respect of any Loans or obligation of the Lenders hereunder, or any other condition with respect to this Agreement; or

- (iv) directly or indirectly affects the cost to a Lender of making available, funding or maintaining any Loan or otherwise imposes on a Lender any other condition or requirement affecting this Agreement or any Loan or any obligation of a Lender hereunder;

and the result of (i), (ii), (iii) or (iv) above, in the determination of such Lender acting reasonably and in good faith, is:

- (v) to increase the cost to such Lender of performing its obligations hereunder with respect to any Loans;
- (vi) to reduce any amount received or receivable by such Lender hereunder or its effective return hereunder or on its capital in respect of any Loans;
- (vii) to reduce the standby fees payable to such Lender pursuant to Section 3.6; or
- (viii) to cause such Lender to make any payment with respect to or to forego any return on or calculated by reference to, any amount received or receivable by such Lender hereunder with respect to any Loans;

such Lender shall determine such additional cost, reduction in income or payment, without duplication, (the "**Additional Compensation**") and the Agent shall promptly notify the Borrower. Such Lender shall provide to the Agent who shall provide to the Borrower a photocopy of the relevant law, rule, guideline, regulation, treaty or official directive and a certificate of a duly authorized officer of such Lender setting forth the Additional Compensation and the basis of calculation thereof; provided that each Lender agrees that it will not claim Additional Compensation from the Borrower if such Lender is not generally claiming similar compensation from its other customers in similar circumstances. If and to the extent that the Additional Compensation is payable to a Lender, the Borrower shall pay to such Lender on the next payment date hereunder (or such date as otherwise provided in this Agreement) such Additional Compensation calculated from the effective date of the relevant adoption or change; provided that in no event will the Borrower be required to retroactively compensate any Lender for Additional Compensation for a period longer than 120 days before the Borrower was notified of such Additional Compensation if such Lender had knowledge of such Additional Compensation during such period.

- (b) If the Borrower is notified that Additional Compensation is owed to a Lender, the Borrower shall have the right, upon at least three Banking Days irrevocable written notice to the Agent to repay to such Lender the relevant portion of any Loan on the date specified in such notice together with all interest accrued thereon to the date of repayment, the Additional Compensation if any to the date of payment and all other amounts, if any, payable for the account of such Lender hereunder in respect of such Loans (including any amounts payable under Article 11).
- (c) Each Lender shall use reasonable efforts to minimize the amount of Additional Compensation payable to it pursuant to this Section 10.1; provided that no Lender shall have any obligation to incur costs (other than incidental costs which are not material in the aggregate and in respect of which each Lender shall be entitled to be reimbursed by the Borrower) or take any action detrimental to its interests in connection therewith.
- (d) Notwithstanding anything herein to the contrary, (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank of International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III and (ii) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* (United States and all regulations, requests, rules, guidelines,

requirements and directives thereunder or issued in connection therewith or in implementation thereof ((i) and (ii), collectively the **"New Rules"**) shall, in each case, be deemed to be a change in Applicable Law for purposes of this Section 10.1 regardless of the dated enacted, adopted, issued or implemented, in each case (A) to the extent such New Rules are materially different from the Applicable Laws in effect on the date hereof and (B) to the extent that such New Rules general application to substantially all banks or their Affiliates which are subject to the New Rules in question.

10.2 Illegality

Notwithstanding anything to the contrary herein contained, if on any date any Lender determines in good faith, which determination shall be conclusive and binding on the Parties, or any Governmental Authority has asserted, that it is unlawful or impossible for such Lender or its applicable lending office to make, maintain or fund any Loans, to determine or charge interest based upon any Benchmark, or to give effect to such Lender's obligations in respect of such Loans, because:

- (a) of any change in Applicable Laws, or in the interpretation or administration thereof by any Governmental Authority having jurisdiction in the matter; or
- (b) the imposition of any condition, restriction or limitation upon such Lender which is outside of its control;

then such Lender shall give prompt written notice thereof to the Borrower and the Agent, and upon the giving of any such notice, (i) any obligation of such Lender to make or Rollover such affected Loan, or to make a Conversion of Loans to such affected Loan, shall be suspended, and (ii) if it is necessary to avoid such illegality or impossibility, the Agent shall compute USBR or Prime Rate, as applicable, without reference to clause (c) of the definition of "USBR" or clause (b) of the definition of "Prime Rate", as applicable, in each case, until each such Lender notifies the Agent and the Borrower that the circumstances giving rise to such determination of illegality or impossibility no longer exist. Upon receipt of such notice, the Borrower shall forthwith (or at the end of such period as is permitted under the Applicable Law) either (A) repay to such Lender all principal amounts of such Loans, or (B) if applicable, convert such Benchmark Loans of such Lender to the applicable Benchmark Fallback Loans (if such Conversion would resolve the illegality or impossibility) either on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such Benchmark Loan to such day, or immediately, if any Lender may not lawfully continue to maintain such Benchmark Loan, in each case, until the Agent is advised in writing by each affected Lender that it is no longer illegal or impossible for such Lender to determine or charge interest rates based upon such Benchmark. Upon any such repayment or Conversion, the Borrower shall also pay all unpaid interest accrued on the amount so repaid or converted, and such Additional Compensation as may be applicable with respect to such Loan to the date of such payment and all other expenses incurred in connection with the termination of any such Loan, including any expenses resulting from the termination of any Interest Period relating thereto in accordance with Sections 5.4(a) and 11.2. If the principal amount affected thereby relates to outstanding Letters of Credit, such Lender may require the Borrower to deposit in an interest bearing account with such Lender (with interest to accrue for the benefit of the Borrower) such amount as may be necessary to fully satisfy the contingent obligations of such Lender for all outstanding Letters of Credit in accordance with the arrangements set out in Section 9.2(e) (excepting out all references to an Event of Default). The Borrower may utilize other types of Loans not so affected in order to make any required repayment and, after any such repayment, the Borrower may elect to re-borrow the amount repaid by way of some other type of Loan upon complying with any other applicable requirements in this Agreement.

10.3 Temporary Market Disruption

Subject to Section 10.4, if:

- (a) the Agent determines (which determination shall be conclusive and binding absent manifest error) that any Benchmark cannot be determined pursuant to the definition thereof; or
- (b) the Lenders holding Commitments which constitute at least 35% of the Total Commitment determine that for any reason in connection with any request for any Benchmark Loan, or a Conversion thereto or a Rollover thereof that the applicable Benchmark with respect to a proposed Benchmark Loan (or for any requested Interest Period thereof) does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Benchmark Loan, and such Lenders have provided notice of such determination to the Agent,

then, in each case, the Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Agent to the Borrower, any obligation of the Lenders to make such Benchmark Loans, and any right of the Borrower to Rollover such Benchmark Loans, or to convert any other Loans into such Benchmark Loans, shall be suspended (to the extent of the affected Benchmark Loans or affected Interest Periods) until the Agent (with respect to clause (b), at the instruction of Lenders holding such proportion of the Total Commitment) revokes such notice.

Upon receipt of such notice:

- (i) in respect of any affected SOFR Loans, (A) the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of such SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing such revocation, the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to USBR Loans in the amount specified therein and (B) any such outstanding affected SOFR Loans will be deemed to have been converted into the USBR Loans at the end of the applicable Interest Period; and
- (ii) in respect of any affected CORRA Loans, (A)(1) the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of such CORRA Loans (to the extent of such affected CORRA Loans or affected Interest Periods), (2) in respect of Term CORRA Loans, the Borrower may elect to convert any such request into a request for a Drawdown of, or Conversion to, Daily Compounded CORRA Loans, or, failing such revocation or election (3) the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to Prime Loans, in the amount specified therein, and (B)(1) in respect of Term CORRA Loans, the Borrower may elect to convert any outstanding affected Term CORRA Loans at the end of the applicable Interest Period, into Daily Compounded CORRA Loans, and (2) otherwise, or failing such election, any outstanding CORRA Loans will be deemed to have been converted, at the end of the applicable Interest Period into Prime Loans,

in each case, upon any such Conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Sections 5.4(a) and 11.2. Subject to Section 10.4, if the Agent determines (which determination shall be conclusive and binding absent manifest error) that any Benchmark cannot be determined pursuant to the definition thereof on any given day, the interest rate on USBR Loans or Prime Loans, as applicable, shall be determined by the Agent without reference to clause (c) of the definition of "USBR" or clause (b) of the definition of "Prime Rate" until the Agent revokes such determination.

10.4 Benchmark Replacement Settings

- (a) Benchmark Replacement.
- (i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of any then-current Benchmark, then (A) if a Benchmark Replacement is determined in accordance with clause (a)(i) or (b)(i) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (B) if a Benchmark Replacement is determined in accordance with clause (a)(ii), (b)(ii) or (c) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth Banking Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders.
- (ii) If the Benchmark Replacement is based upon Daily Simple SOFR, all interest payments on Benchmark Loans which bear interest with reference to such rate will be payable on a quarterly basis.
- (b) Conforming Changes. In connection with the use or administration of any Benchmark, or the use, administration, adoption or implementation of a Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.
- (c) Notices; Standards for Decisions and Determinations. The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement or (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agent will notify the Borrower of (A) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 10.4(d) and (B) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 10.4, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 10.4.
- (d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of any Benchmark Replacement), (i) if any then-current Benchmark is based upon a term rate (including the Term SOFR Reference Rate or the Term CORRA Reference Rate) and

either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its discretion, acting reasonably, or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of any Benchmark Loan to be made, converted or rolled over during any applicable Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to the applicable Benchmark Fallback Loans and (ii) any outstanding affected Benchmark Loans will be deemed to have been converted to the applicable Benchmark Fallback Loans, at the end of the applicable Interest Period. During any Benchmark Unavailability Period for any then-current Benchmark or at any time that a tenor for any then-current Benchmark is not an Available Tenor, the component of the USBR or the Prime Rate, as applicable, based upon such Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of USBR or the Prime Rate, as applicable.

(f) Definitions. For the purposes of this Section 10.4 and otherwise in this Agreement:

"Adjusted Daily Simple SOFR" means, for any day, an interest rate *per annum* equal to (a) Daily Simple SOFR for such day plus (b) the Daily Simple SOFR Adjustment; provided that, if Adjusted Daily Simple SOFR as so determined above for any day shall be less than the Floor, such rate shall be deemed to be the Floor for such day.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event for any then-current Benchmark:

(a) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term SOFR Reference Rate (or any Benchmark replacing the Term SOFR Reference Rate), the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date:

(i) Adjusted Daily Simple SOFR; or

(ii) the sum of: (A) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (I) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (II) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. Dollar denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment;

- (b) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term CORRA Reference Rate (or any Benchmark replacing the Term CORRA Reference Rate), the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date:
- (i) Adjusted Daily Compounded CORRA: or
 - (ii) the sum of: (A) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (I) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (II) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Cdn. Dollar denominated syndicated credit facilities and (B) the related Benchmark Replacement Adjustment; and
- (c) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to CORRA (or any Benchmark replacing CORRA), the sum of: (i) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Cdn. Dollar denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment,

provided that, if the Benchmark Replacement as so determined above for any day would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for such day.

"Benchmark Replacement Adjustment" means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar or Cdn. Dollar denominated syndicated credit facilities (as applicable) at such time.

"Benchmark Replacement Date" means a date and time determined by the Agent, which date shall be no later than the earlier to occur of the following events with respect to any then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

- (b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to any then-current Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, in respect of any Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred in respect of such Benchmark if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 10.4 and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 10.4.

"Daily Simple SOFR" means, for any day, a rate *per annum* equal to SOFR for the day, with the conventions for this rate (which will include a lookback) being established by the Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Agent decides that any such convention is not administratively feasible for the Agent, then the Agent may establish another convention in its discretion, acting reasonably.

"Daily Simple SOFR Adjustment" means, with respect to Daily Simple SOFR, *[redacted]%* (*[redacted]* basis points) *per annum*. *[Commercially sensitive rate redacted]*

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the United States.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

10.5 Replacement or Repayment of Lenders

If:

- (a) a Lender exercises its rights under Section 10.1, 10.2, 10.3 or 10.4;
- (b) the Borrower is required under Section 5.5 to deduct any withholding Taxes in respect of amounts owing to any Lender or pay any additional amounts;
- (c) any Lender withholds its consent to any amendment, consent or determination requested by the Borrower which requires the approval of the Lenders and as a consequence thereof such amendment, consent or determination cannot be obtained; or
- (d) a Lender becomes a Defaulting Lender or is a Non-Extending Lender;

the Borrower may, treating each affected Lender rateably and in the same manner as other Lenders subject to similar circumstances (all such Lenders being the **"Affected Lenders"**), (i) replace all Affected Lender(s) by reaching satisfactory arrangements with one or more existing Lenders or new Lenders that are acceptable to the Agent and the Fronting Lender, each acting reasonably, for the purchase of all of such Affected Lender(s)' Commitments and/or (ii) notwithstanding any other provision hereof and provided no Default or Event of Default has occurred and is continuing, repay to the Affected Lender(s) all Loan Indebtedness then owing to the Affected Lender(s) under the Credit Facilities, without making corresponding repayment to the Lenders which are not Affected Lender(s) and, upon provision satisfactory to the Affected Lender(s) (acting reasonably) being made for the return and cancellation of all outstanding

Letters of Credit issued by the Affected Lender(s), the Borrower may cancel the Affected Lender(s)' Commitments; provided that:

- (e) unless agreed otherwise by the continuing Lenders, the Total Commitment cannot be reduced by more than 25% as a result of the repayment and cancellation of the Commitments of the Affected Lender(s);
- (f) if the amendment, consent or determination required the consent of the Majority Lenders or all of the Lenders and the same was not obtained, the requisite consent of the Lenders approving such amendment, consent or determination is obtained upon the replacement or repayment of the Affected Lender(s);
- (g) such purchasing Lender(s) unconditionally offers in writing (with copy to the Agent) to purchase all of the rights and obligations of the Affected Lender(s) including all outstanding Loans owed to such Affected Lender(s) for a purchase price equal to the aggregate Loan Indebtedness owed to the Affected Lender(s) (payable in immediately available funds);
- (h) the obligations of the Borrower owing pursuant to Sections 5.3, 5.4, 5.5 and 10.1 to the Affected Lender(s) are paid in full to the Affected Lender(s) concurrently with such replacement; and
- (i) all requirements set forth in Article 13 with respect to such assignment are complied with, including entering into of an Assignment Agreement and the payment by the purchasing Lender to the Agent (for the Agent's own account) of the assignment fee contemplated in Section 13.1(b).

ARTICLE 11 COSTS, EXPENSES AND INDEMNIFICATION

11.1 Costs and Expenses

The Borrower shall pay, within 30 days after demand by the Agent, all reasonable out of pocket costs and expenses incurred by the Agent or the Lead Arranger (together with all applicable taxes in respect thereof) in connection with the preparation, implementation, registration, initial syndication, administration and enforcement of this Agreement and the other Loan Documents to be delivered hereunder, whether or not any Drawdown has been made hereunder, including:

- (a) all reasonable fees and out-of-pocket expenses of counsel to the Agent and the Lead Arranger with respect to the foregoing;
- (b) all reasonable out-of-pocket costs and expenses incurred in the performance of any due diligence performed hereunder;
- (c) all reasonable out-of-pocket costs and expenses of the initial syndication of the Syndicated Facility;
- (d) all reasonable legal or other out-of-pocket expenses incurred by the Agent relating to subsequent amendments or waivers, or by the Agent or the Lenders regarding enforcement proceedings in respect of the Credit Facilities, except such expenses that relate to any Lender's assignment of all or any part of the Credit Facilities to any other Person;
- (e) all reasonable out-of-pocket costs and expenses incurred as a result of any failure by the Borrower to perform or observe its obligations contained in this Agreement or any of the other Loan Documents to be delivered hereunder; and
- (f) all reasonable out-of-pocket costs and expenses of collection of amounts owing hereunder.

Any such costs and expenses remaining unpaid more than 30 days after such demand shall bear interest at *[redacted]*% plus the Prime Rate plus the Applicable Pricing Margin for Prime Loans in effect from time to time from the date that is 30 days after the date of such demand until paid. *[Commercially sensitive rate redacted]*

11.2 General Indemnity

In addition to any liability of the Borrower to any Lender, the Agent or the Lead Arranger under any other provision hereof, the Borrower shall and does hereby indemnify each Lender, the Agent, the Lead Arranger, each Co-Sustainability Structuring Agent and their respective Affiliates, directors, officers, agents, attorneys, employees and controlling Persons (collectively, the "**Indemnified Parties**") and hold each Indemnified Party harmless against any losses, claims, costs, expenses, damages or liabilities (including any expense or cost incurred in the liquidation and re-deployment of funds acquired to fund or maintain any portion of a Loan and reasonable out-of-pocket expenses and reasonable legal fees on a solicitor and his own client basis) incurred by the same as a result of or in connection with any Credit Facility, the Loan Documents or the use of proceeds from any Drawdown including as a result of or in connection with:

- (a) any cost or expense incurred by reason of the liquidation or re-deployment in whole or in part of deposits or other funds required by any Lender to fund or maintain any Loan as a result of the Borrower's failure to complete a Drawdown or to make any payment, repayment or prepayment on the date required hereunder or specified by it in any notice given hereunder;
- (b) the Borrower's failure to pay any other amount, including any interest or fees, due hereunder on its due date after the expiration of any applicable grace or notice periods (subject, however, to the interest obligations of the Borrower hereunder for overdue amounts);
- (c) the Borrower's repayment or prepayment of a SOFR Loan or CORRA Loan otherwise than on the last day of its Interest Period;
- (d) the Borrower's failure to give any notice required to be given by it to the Agent or the Lenders hereunder;
- (e) the failure of the Borrower to make any other payment due hereunder;
- (f) any inaccuracy of the Borrower's representations and warranties contained in Article 6;
- (g) any failure of the Borrower to observe or fulfil its covenants under Article 7; or
- (h) the occurrence of any Default or Event of Default;

provided that this Section shall not apply to any losses, claims, costs, expenses, damages or liabilities that arise by reason of the gross negligence or wilful misconduct of the Indemnified Party claiming indemnity hereunder (as determined by a court of competent jurisdiction by final and non-appealable judgment of a court of competent jurisdiction). For certainty, this Section shall not apply to the Cash Management Arrangements or Lender Hedge Agreements, which shall be governed by their respective terms and conditions. This Section shall survive repayment of the Loan Indebtedness and cancellation of the Credit Facilities.

11.3 Environmental Indemnity

The Borrower shall and does hereby indemnify and hold harmless the Indemnified Parties, forthwith on demand by the Agent, from and against any and all claims, suits, actions, debts, damages, costs, losses, liabilities, penalties, obligations, judgments, charges, expenses and disbursements (including all reasonable legal fees and disbursements on a solicitor and his own client basis) of any nature

whatsoever, suffered or incurred by the Indemnified Parties or any of them with respect to any Environmental Claims relating to the property of the Borrower or any of its Subsidiaries arising under any Environmental Laws as a result of the past, present or future operations of the Borrower or any of its Subsidiaries (or any predecessor in interest to the Borrower or any of its Subsidiaries) relating to the property of the Borrower or of its Subsidiaries, or the past, present or future condition of any part of the property of the Borrower or its Subsidiaries, whether owned, operated or leased by the Borrower or by any of its Subsidiaries, or any such predecessor in interest but excluding any Environmental Claims or liabilities relating thereto to the extent that such Environmental Claims or liabilities arise by reason of the gross negligence or wilful misconduct of the Indemnified Party claiming indemnity hereunder (as determined by a court of competent jurisdiction by final and non-appealable judgment of a court of competent jurisdiction). This Section shall survive the repayment of the Loan Indebtedness and cancellation of the Credit Facilities.

11.4 Currency Indemnity

Any payment made to or for the account of a Lender in respect of any amount payable by the Borrower in a currency (the "**Tendered Currency**") other than the currency in which such payment is due (the "**Required Currency**"), whether pursuant to any judgment or order of a court or tribunal or otherwise, shall constitute a discharge of the Borrower only to the extent of the amount of the Required Currency which may be purchased with such Tendered Currency at the time of payment at the Exchange Rate at such time. The Borrower covenants and agrees to and in favour of each Lender that it shall, as a separate and independent obligation which shall not be merged in any such judgment or order, pay or cause to be paid the amount not so discharged in accordance with the foregoing and indemnify and hold harmless each Lender against any loss or damage arising as a result of any such amount being paid in such Tendered Currency. A certificate of the Agent as to any such loss or damage shall be *prima facie* evidence of the amount thereof in the absence of manifest error.

11.5 Limits on Liability of Indemnified Parties

No Indemnified Party shall have any liability to the Borrower, any Subsidiary or any Person asserting claims on behalf of, or in right of, the Borrower or any Subsidiary thereof in connection with or as a result of any Credit Facility, this Agreement or any other Loan Documents or any transaction contemplated hereby or thereby, except to the extent (and only to the extent) that any losses, claims, damages, liabilities or expenses incurred by the Borrower, such Subsidiary or other Person are determined by a final non-appealable judgment of a court of competent jurisdiction to have (a) resulted solely by reason of the gross negligence or wilful misconduct of such Indemnified Party or (b) in respect only of a Lender, resulted from the intentional failure of such Lender to advance funds under its Commitment when all conditions precedent to a Drawdown have been satisfied. In any event, and notwithstanding the foregoing or any other provision hereof or of the other Loan Documents to the contrary, no Indemnified Party shall be liable for any special, indirect, consequential or punitive damages in connection with or as a result of any Credit Facility, this Agreement or any other Loan Documents or any transaction contemplated hereby or thereby. For certainty, the provisions of this Section 11.5 shall not govern or apply to the liabilities of the Lenders, any Lender Hedge Provider or any Cash Management Lender, as the case may be, under the Lender Hedge Agreements or the Cash Management Documents, as the case may be, which shall be governed by the respective terms and conditions thereof.

ARTICLE 12 AGENCY AND ADMINISTRATION PROVISIONS

12.1 Authorization and Action

- (a) Each Lender hereby irrevocably appoints and authorizes the Agent to be its agent in its name and on its behalf to exercise such rights or powers granted to the Agent or the Lenders under this Agreement to the extent specifically provided herein and on the terms hereof, together with such powers as are reasonably incidental thereto and the Agent hereby accepts such appointment and authorization. As to any matters not expressly provided for by this Agreement, the Agent shall not

be required to exercise any discretion or take any action, but, subject to Sections 12.1(d) and 12.9, shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Majority Lenders and such instructions shall be binding upon all Lenders; provided, however, that the Agent shall not be required to take any action which exposes the Agent to liability in such capacity or which could result in the Agent incurring any costs or expenses, without provision being made for indemnity of the Agent by the Lenders against any loss, liability, cost or expense incurred, or to be incurred, or which is contrary to this Agreement or Applicable Laws.

- (b) Except as provided otherwise in Section 12.1(d), any consent, approval, satisfaction, agreement, waiver or other determination from the Lenders may be given or made by the Majority Lenders and such determination shall bind all of the Lenders.
- (c) Except as provided otherwise in this Section 12.1, the Agent shall have the right to take such actions as it deems necessary, or to refrain from taking such actions or to give agreements, consents, approvals or instructions to the Borrower on behalf of the Lenders in respect of all matters referred to in or contemplated by this Agreement.
- (d) Any amendment, extension or waiver of, or consent or determination relating to, the terms of this Agreement which changes or relates to:
 - (i) an increase in the amount of the Total Syndicated Facility Commitment (other than as expressly permitted herein), the Operating Facility Commitment (other than as expressly permitted herein) or any Lender's Commitments (other than as provided for in Section 2.2, Section 2.10, Article 13 or Article 14);
 - (ii) a decrease in the rates, or an extension in the dates of payment, of interest payable hereunder excluding pursuant to the Applicable Sustainability Adjustment but including any amendment to any of the amounts under the column entitled "Adjustment in Applicable Pricing Margin" in the definition of "Applicable Sustainability Adjustment" (unless such amendment will always result in an increase the Applicable Pricing Margin);
 - (iii) a decrease in the amount, or an extension in the dates of payment, of fees payable hereunder except for agency fees payable pursuant to Section 3.7 or Fronting Fees;
 - (iv) any extension in the dates, or decrease in the amounts, of repayment of principal required hereunder;
 - (v) the types of Loans available hereunder;
 - (vi) a release or subordination of any of the Restricted Subsidiary Guarantees;
 - (vii) the definition of "Majority Lenders";
 - (viii) an assignment or transfer by the Borrower of any or all of its rights and obligations under this Agreement (other than as expressly permitted herein);
 - (ix) Section 2.1(e), Section 2.2 (other than in respect of the notice periods referred to therein) or this Section 12.1(d);
 - (x) any provision hereof contemplating or requiring consent, approval or agreement of "all Lenders", "all of the Lenders", "each of the Lenders" or similar expressions or permitting waiver of conditions or covenants or agreements by "all Lenders", "all of the Lenders", "each of the Lenders" or similar expressions; or

(xi) the conditions precedent to Drawdowns;

shall require the unanimous consent in writing of all the Lenders; and any amendment or waiver which changes or relates to the rights or obligations of the Agent, the Operating Facility Lender or the Fronting Lenders shall also require the agreement of the Agent, the Operating Facility Lender or the Fronting Lenders, as applicable, thereto in writing.

- (e) Provided that an Event of Default exists, the Agent shall declare an Event of Default and demand payment of any or all of the Loan Indebtedness under the Credit Facilities when directed to do so by written notice of the Majority Lenders.
- (f) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, in connection with the use or administration of any Benchmark, or the use, administration, adoption or implementation of a Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time in accordance with Section 10.4, and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

12.2 Procedure for Making Drawdowns

- (a) Except as expressly otherwise provided herein, all Syndicated Facility Loans made by the Syndicated Facility Lenders will be made in accordance with each Syndicated Facility Lender's Pro Rata Share of each such Loan.
- (b) The Agent will not be liable for any damages, claims or costs which may be suffered by the Borrower or any of the Lenders and are caused by the failure of a Lender to fund its Pro Rata Share of a Loan or the failure of any Loan to reach its designated destination, unless such failure is due to the gross negligence or wilful misconduct of the Agent.
- (c) Unless the Agent has been notified by a Lender at least one Banking Day prior to the Drawdown Date requested by the Borrower that such Lender will not make available to the Agent its Pro Rata Share of the relevant Loan, the Agent may assume that such Lender has made or will make such portion of the Loan available to the Agent on the Drawdown Date in accordance with the provisions hereof and the Agent may, but shall be in no way obligated to, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent such Lender shall not have so made its Pro Rata Share of a Loan available to the Agent, such Lender agrees to pay to the Agent forthwith on demand such Lender's Pro Rata Share of such Loan and all reasonable costs and expenses incurred by the Agent in connection therewith together with interest thereon (at the rate payable hereunder by the Borrower in respect of such Loan) for each day from the date such amount is made available to the Borrower until the date such amount is paid to the Agent; provided, however, that notwithstanding such obligation if such Lender fails to so pay, the Borrower covenants and agrees that, without prejudice to any rights the Borrower may have against such Lender, it shall repay such amount to the Agent forthwith after demand therefor by the Agent. The amount payable to the Agent pursuant hereto shall be set forth in a certificate delivered by the Agent to such Lender and the Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall be *prima facie* evidence thereof, in the absence of manifest error. If such Lender makes the payment to the Agent required herein, the amount so paid shall constitute such Lender's Pro Rata Share of the Loan for purposes of this Agreement.
- (d) Unless the Agent has been notified by the Borrower at least one Banking Day prior to the date on which any payment is due to the Agent for the account of the Lenders or otherwise hereunder that the Borrower will not make such payment, the Agent may assume that the Borrower has made or will make such payment on such date in accordance herewith and may, but shall be in no way obliged to, in reliance upon such assumption, distribute to the Lenders the amount due. In such

event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay the Agent forthwith on demand the amount so distributed to such Lender in immediately available funds and all reasonable costs and expenses incurred by the Agent in connection therewith together with interest on the funds, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Agent, at a rate determined by the Agent. A notice of the Agent to any Lender or the Borrower with respect to any amount owing under this Section 12.2(d) shall be conclusive, absent manifest error.

12.3 Remittance of Payments

Except for amounts payable to the Agent, the Operating Facility Lender or the Fronting Lender for its own account and subject to Section 12.15 and except where this Agreement otherwise requires or contemplates payments to be made on a non-Pro Rata Basis, forthwith after receipt of any repayment of principal, interest or fees pursuant hereto, the Agent shall remit to the Designated Lending Branch of each Lender its Pro Rata Share of such payment; provided that, if the Agent, on the assumption that it will receive on any particular date a payment of principal, interest or fees hereunder, remits to a Lender its share of such payment and the Borrower fails to make such payment, each of the Lenders on receipt of such remittance from the Agent agrees to repay to the Agent forthwith on demand an amount equal to the remittance together with all reasonable costs and expenses incurred by the Agent in connection therewith and interest thereon at the rate and calculated in the manner customarily applicable to interbank payments for each day from the date such amount is remitted to the Lenders without prejudice to any right such Lender may have against the Borrower. The exact amount of the repayment required to be made by the Lenders pursuant hereto shall be as set forth in a certificate delivered by the Agent to each Lender, which certificate shall be conclusive and binding for all purposes in the absence of manifest error.

12.4 Redistribution of Payment

If a Lender (an "**Overpaid Lender**") shall obtain any payment (an "**Excess Payment**"), whether voluntary, involuntary, through the exercise of any right of set off or otherwise (other than any amounts expressly permitted to be paid solely to such Lender pursuant to this Agreement), to be applied on account of any portion of the Loan Indebtedness owed to it in excess of its share thereof as provided for hereunder, then:

- (a) such Overpaid Lender shall immediately pay to the Agent an amount equal to the Excess Payment, together with interest thereon at a rate determined in accordance with such Overpaid Lender's usual banking practice in respect of deposits of amounts comparable to the amount of such payment at the time such payment is made, whereupon the Agent shall notify the Borrower of such amount and of its receipt by the Agent;
- (b) the Agent shall remit to each Lender (other than the Overpaid Lender) its share of such Excess Payment (calculated without reference to the share of the Overpaid Lender); and
 - (i) as between the Borrower and the Overpaid Lender, the Excess Payment shall, except as provided in paragraph (ii) below, be treated as not having been paid; and
 - (ii) as between the Borrower and each Lender (other than the Overpaid Lender), the applicable share of the Excess Payment shall be treated as having been paid to each such Lender on the date such Excess Payment was made to the Overpaid Lender;

provided that if all or any portion of such Excess Payment is subsequently required to be repaid by the Overpaid Lender to the Borrower, each other Lender will promptly repay to the Agent for the account of such Overpaid Lender an amount equal to any amount which such other Lender had received pursuant to this Section.

12.5 Duties and Obligations

Neither the Agent nor any of its directors, officers, agents or employees (and, for purposes hereof, the Agent shall be deemed to be contracting as agent and trustee for and on behalf of such persons) shall be liable to the Lenders for any action taken or omitted to be taken by it or them under or in connection with this Agreement except for its or their own gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Agent:

- (a) may assume that there has been no assignment or transfer by any means by the Lenders of their rights hereunder, unless and until the Agent receives written notice of the assignment thereof from such Lender and the Agent receives from the assignee an executed Assignment Agreement providing, inter alia, that such assignee is bound hereby as it would have been if it had been an original Lender party hereto;
- (b) may consult with legal counsel (including receiving the opinions of Borrower's Counsel and Lenders' counsel required hereunder), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts;
- (c) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, cable, telecopier or email) believed by it to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty of the Borrower made or deemed to be made hereunder;
- (d) may assume that no Default or Event of Default exists unless it has actual knowledge to the contrary;
- (e) may rely as to any matters of fact which might reasonably be expected to be within the knowledge of any person upon a certificate signed by or on behalf of such person;
- (f) shall not be bound to disclose to any other person any information relating to the Borrower, any of its Subsidiaries or any other Person if such disclosure would or might in its opinion constitute a breach of any Applicable Laws, be in default of the provisions hereof or be otherwise actionable at the suit of any other Person; and
- (g) may refrain from exercising any right, power or discretion vested in it which would or might in its reasonable opinion be contrary to any Applicable Laws or any directive or otherwise render it liable to any Person, and may do anything which is in its reasonable opinion necessary to comply with such Laws.

Further, the Agent

- (i) does not make any warranty or representation to any Lender nor shall it be responsible to any Lender for the accuracy or completeness of the representations and warranties of the Borrower herein or the data made available to any of the Lenders in connection with the negotiation of this Agreement, or for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement;
- (ii) shall not have any duty to ascertain or to enquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Borrower or to inspect the property (including the books and records) of the Borrower or any of its Subsidiaries; and

- (iii) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any instrument or document furnished pursuant hereto.

12.6 Prompt Notice to Lenders

Notwithstanding any other provision herein, the Agent agrees to provide to the Lenders, with copies where appropriate, all information, notices and reports required to be given to the Agent by the Borrower, promptly upon receipt of same, excepting therefrom information and notices relating solely to the role of Agent hereunder.

12.7 Agent's and Lenders' Authorities

With respect to its Commitments and its Pro Rata Shares of the Drawdowns, Rollovers and Conversions made by it as a Lender, the Agent shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Agent. Subject to the express provisions hereof relating to the rights and obligations of the Agent and the Lenders in such capacities, the Agent and each Lender may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower and its Subsidiaries or any corporation or other entity owned or controlled by any of them and any Person which may do business with any of them without any duties to account therefor to the Agent or the other Lenders and, in the case of the Agent, all as if it was not the Agent hereunder.

12.8 Lender Credit Decision

It is understood and agreed by each Lender that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrower. Each Lender represents to the Agent that it is engaged in the business of making and evaluating the risks associated with commercial revolving or term loans, or both, to corporations similar to the Borrower, that it can bear the economic risks related to the transaction contemplated hereby, that it has had access to all information deemed necessary by it in making such decision (provided that this representation shall not impair its rights against the Borrower) and that it is entering into this Agreement in the ordinary course of its commercial lending business. Accordingly, each Lender confirms with the Agent that it has not relied, and will not hereafter rely, on the Agent:

- (a) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrower or any other Person under or in connection with this Agreement or the transactions herein contemplated (whether or not such information has been or is hereafter distributed to such Lender by the Agent), or
- (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Borrower.

Each Lender acknowledges that a copy of this Agreement has been made available to it for review and each Lender acknowledges that it is satisfied with the form and substance of this Agreement and the other Loan Documents. Each Lender hereby covenants and agrees that it will not make any arrangements with the Borrower for the satisfaction of any Loans or other Loan Indebtedness without the consent of all other Lenders.

12.9 Indemnification of Agent

The Lenders hereby agree to indemnify the Agent (to the extent not reimbursed by the Borrower), on a Pro Rata Basis, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out

of this Agreement or any action taken or omitted by the Agent under or in respect of this Agreement in its capacity as Agent; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Agent's gross negligence or wilful misconduct. If the Borrower subsequently repays all or a portion of such amounts to the Agent, the Agent shall reimburse the Lenders their respective Pro Rata Shares (according to the amounts paid by them in respect thereof) of the amounts received from the Borrower. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Agent promptly upon demand for its portion (determined as above) of any out-of-pocket expenses (including counsel fees) incurred by the Agent in connection with the preservation of any rights of the Agent or the Lenders under, or the enforcement of, or legal advice in respect of rights or responsibilities under, this Agreement, to the extent that the Agent is not reimbursed for such expenses by the Borrower.

12.10 Successor Agent

The Agent may, as hereinafter provided, resign at any time by giving 45 days' prior written notice thereof to the Lenders and the Borrower. Upon any such resignation, the Lenders shall, after soliciting the views of the Borrower, have the right to appoint another Lender as a successor agent (the "**Successor Agent**") approved by the Borrower (such approval not to be unreasonably withheld). If no Successor Agent shall have been so appointed by the Lenders and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent shall, on behalf of the Lenders, appoint a Successor Agent who shall be a Lender approved by the Borrower (such approval not to be unreasonably withheld). Upon the acceptance of any appointment as Agent hereunder by a Successor Agent, such Successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall thereupon be discharged from its further duties and obligations as Agent under this Agreement. After any retiring Agent's resignation hereunder as Agent, this Article shall continue to enure to its benefit as to any actions taken or omitted to be taken by it as Agent or in its capacity as Agent while it was Agent hereunder.

12.11 Taking and Enforcement of Remedies

- (a) Each of the Lenders hereby acknowledges that, to the extent permitted by Applicable Laws, the remedies provided hereunder to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder are to be exercised not severally, but collectively by the Agent upon the decision of the Majority Lenders regardless of whether any Loan Indebtedness is accelerated pursuant to Section 9.2. Notwithstanding any of the provisions contained herein, each of the Lenders hereby covenants and agrees that it shall not be entitled to individually take any action with respect to the Credit Facilities, including any exercise of any remedies under Section 9.2, but that any such action shall be taken only by the Agent with the prior written agreement or instructions of the Majority Lenders; provided that, notwithstanding the foregoing, if
- (i) the Agent, having been adequately indemnified against costs and expenses of so doing by the Lenders, shall fail to carry out any such instructions of the Majority Lenders, any Lender may do so on behalf of all Lenders and shall, in so doing, be entitled to the benefit of all protections given the Agent hereunder or elsewhere; and
 - (ii) in the absence of instructions from the Majority Lenders and where in the sole opinion of the Agent the exigencies of the situation warrant such action, the Agent may without notice to or consent of the Lenders or any of them take such action on behalf of the Lenders as it deems appropriate or desirable in the interests of the Lenders.

Each of the Lenders hereby further covenants and agrees that upon any such written consent being given by the Majority Lenders, or upon a Lender or the Agent taking action as aforesaid, it shall cooperate fully with the Lender or the Agent to the extent requested by the Lender or the Agent in the collective realization including and, if applicable, the appointment of a receiver, or receiver and manager to act for their collective benefit. Each Lender covenants and agrees to do all acts and

things and to make, execute and deliver all agreements and other instruments, including any instruments necessary to effect any registrations, so as to fully carry out the intent and purpose of this Section; and each of the Lenders hereby covenants and agrees that it has not heretofore and shall not seek, take, accept or receive any security for any of the Loan Indebtedness of the Borrower hereunder or under any other document, instrument, writing or agreement ancillary hereto and shall not enter into any agreement with any of the parties hereto or thereto relating in any manner whatsoever to the Credit Facilities, unless all of the Lenders shall at the same time obtain the benefit of any such security or agreement.

- (b) With respect to any enforcement, realization or the taking of any rights or remedies to enforce the rights of the Lenders hereunder, the Agent shall be a trustee for each Lender, and all monies received from time to time by the Agent in respect of the foregoing shall be held in trust and shall be trust assets within the meaning of applicable bankruptcy or insolvency legislation and shall be considered for the purposes of such legislation to be held separate and apart from the other assets of the Agent, and the Lenders shall be entitled to their respective Pro Rata Shares of such monies (according to the Loan Indebtedness then owing to each of them). In its capacity as trustee, the Agent shall be obliged to exercise only the degree of care it would exercise in the conduct and management of its own business and in accordance with its usual practice concurrently employed or hereafter instituted for other substantial commercial loans.

12.12 Reliance Upon Agent

The Borrower shall be entitled to rely upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Agent pursuant to this Agreement, and the Borrower shall generally be entitled to deal with the Agent with respect to matters under this Agreement which the Agent is authorized to deal with without any obligation whatsoever to satisfy itself as to the authority of the Agent to act on behalf of the Lenders and without any liability whatsoever to the Lenders for relying upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Agent, notwithstanding any lack of authority of the Agent to provide the same.

12.13 No Liability of Agent

The Agent shall have no responsibility or liability to the Borrower on account of the failure of any Lender to perform its obligations hereunder (unless such failure was caused, in whole or in part, by the Agent's failure to observe or perform its obligations hereunder), or to any Lender on account of the failure of the Borrower or any Lender to perform its obligations hereunder.

12.14 Article for Benefit of Agent and Lenders

The provisions of this Article 12 which relate to the rights and obligations of the Lenders to each other or to the rights and obligations between the Agent and the Lenders shall be for the exclusive benefit of the Agent and the Lenders, and, except to the extent expressly provided for in this Article 12, the Borrower shall not have any rights or obligations thereunder or be entitled to rely for any purpose upon such provisions. Any Lender may waive in writing any right or rights which it may have against the Agent or the other Lenders hereunder without the consent of or notice to the Borrower.

12.15 The Agent and Defaulting Lenders

- (a) Each Defaulting Lender shall be required to provide to the Agent cash in an amount, as shall be determined from time to time by the Agent in its discretion, equal to all obligations of such Defaulting Lender to the Agent that are owing or may become owing pursuant to this Agreement, including such Defaulting Lender's obligation to pay, on a Pro Rata Basis, any indemnification or expense reimbursement amounts not paid by the Borrower. Such cash shall be held by the Agent in one or more cash collateral accounts, which accounts shall be in the name of the Agent and shall not be

required to be interest bearing. The Agent shall be entitled to apply the foregoing cash in accordance with Section 12.9.

- (b) In addition to the indemnity and reimbursement obligations in Section 12.9, each Lender agrees to indemnify the Agent and hold it harmless (to the extent not reimbursed by the Borrower) on a Pro Rata Basis (and in calculating the Pro Rata Basis of a Lender, ignoring the Commitment(s) of Defaulting Lender(s)) any amount that a Defaulting Lender fails to pay the Agent and which is due and owing to the Agent pursuant to Section 12.9. Each Defaulting Lender agrees to indemnify each other Lender for any amounts paid by such Lender and which would otherwise be payable by the Defaulting Lender.
- (c) The Agent shall be entitled to withhold and deposit in one or more non-interest bearing cash collateral accounts in the name of the Agent amounts (whether principal, interest, fees or otherwise) received by the Agent and due to a Defaulting Lender pursuant to this Agreement, which amounts shall be used by the Agent:
 - (i) first, to reimburse the Agent for any amounts owing to it by the Defaulting Lender pursuant to any Loan Document; and
 - (ii) second, to cash collateralize all other obligations of such Defaulting Lender to the Agent owing pursuant to this Agreement in such amount as shall be determined from time to time by the Agent in its discretion, including such Defaulting Lender's obligation to pay, on a Pro Rata Basis, any indemnification or expense reimbursement amounts not paid by the Borrower.
- (d) For greater certainty and in addition to the foregoing, neither the Agent nor any of its Affiliates nor any of their respective shareholders, officers, directors, employees, agents or representatives shall be liable to any Lender (including, without limitation, a Defaulting Lender) for any action taken or omitted to be taken by it in connection with amounts payable by the Borrower to a Defaulting Lender and received and deposited by the Agent in a cash collateral account and applied in accordance with the provisions of this Agreement, save and except for the gross negligence or wilful misconduct of the Agent.

12.16 Erroneous Payments by the Agent

- (a) If the Agent notifies a Lender or any Person who has received funds on behalf of a Lender under or pursuant to any of the Loan Documents (any such Lender or other recipient, a "**Payment Recipient**") that the Agent has determined in its sole discretion (whether or not after receipt of any notice under the immediately succeeding paragraph (b)) that any funds received by such Payment Recipient from the Agent or any of its Affiliates were erroneously or mistakenly transmitted or paid to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Agent, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Banking Days thereafter, return to the Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Agent in same day funds at the greater of (x) in respect of an Erroneous Payment in U.S. Dollars, the Federal Funds Rate and, in respect of an Erroneous Payment in Cdn. Dollars at a fluctuating rate *per annum* equal to the overnight rate at which Cdn. Dollars may be borrowed by the Agent in the interbank market in an amount comparable to such Erroneous Payment (as

determined by the Agent) and (y) a rate determined by the Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect. A notice of the Agent to any Payment Recipient under this Section 12.16(a) shall be conclusive, absent manifest error.

- (b) Without limiting the immediately preceding Section 12.16(a), each Lender or any Person who has received funds on behalf of a Lender under or pursuant to any of the Loan Documents, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates), or (z) that such Lender or other such recipient otherwise becomes aware was transmitted, paid, or received, in error or by mistake (in whole or in part) in each case:
- (i) (A) in the case of the immediately preceding clause (x) or (y), an error shall be presumed to have been made (absent express written confirmation from the Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and
- (ii) such Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Banking Day of its knowledge of such error) notify the Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Agent pursuant to this Section 12.16(b).
- (c) Each Lender hereby authorizes the Agent to set-off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Agent to such Lender from any source, against any amount due to the Agent under Section 12.16(a) or under the indemnification provisions of this Agreement.
- (d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Agent for any reason, after demand therefor by the Agent in accordance with Section 12.16(a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned its Loans (but not its applicable Commitments) under the applicable Credit Facility with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Facilities**") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Agent may specify) (such assignment of the Loans (but not its applicable Commitments) of the Erroneous Payment Impacted Facilities, the "**Erroneous Payment Deficiency Assignment**") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment Agreement with respect to such Erroneous Payment Deficiency Assignment, (ii) the Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender and (iv) the Agent may reflect in its records its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. Subject to Section 13.1, the Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and, upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be

reduced by the net proceeds of the sale of such Loans (or portion thereof), and the Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the applicable Commitment(s) of any Lender and such applicable Commitment(s) shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Agent has sold Loans or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Agent may be equitably subrogated, the Agent shall be contractually subrogated to all the rights and interests of the applicable Lender under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the "**Erroneous Payment Subrogation Rights**").

- (e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Borrower or any Subsidiary Guarantor pursuant to the Loan Documents, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Agent from (i) the Borrower or any Subsidiary Guarantor or (ii) the proceeds of realization from the enforcement of one or more of the Loan Documents against or in respect of one or more of the Borrower or Subsidiary Guarantors; provided that, in each case, such funds were received by the Agent for the purpose of discharging such obligations.
- (f) To the extent permitted by Applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payment received, including waiver of any defense based on "discharge for value", "good consideration" for the Erroneous Payment or change of position by such Payment Recipient, any defense that the intent of the Agent was that such Payment Recipient retain the Erroneous Payment in all events, or any doctrine or defense similar to any of the foregoing.
- (g) Each party's obligations, agreements and waivers under this Section 12.16 shall survive the resignation or replacement of the Agent, or any assignment or transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all obligations (or any portion thereof) under any Loan Document.
- (h) For purposes of this Section 12.16, each Lender:
 - (i) agrees it is executing and delivering this Agreement with respect to this Section 12.16 both on its own behalf and as agent for and on behalf of any Person receiving funds under the Loan Documents on behalf of such Lender;
 - (ii) represents, warrants, covenants and agrees that any Person receiving funds under the Loan Documents on behalf of such Lender are bound by the provisions of this Section 12.16; and
 - (iii) agrees that any matter or thing done or omitted to be done by such Lender or any Person receiving funds under the Loan Documents on behalf of such Lender which are the subject of this Section 12.16 will be binding upon such Lender and such Lender hereby indemnifies and saves the Agent and its Affiliates harmless from any and all losses, expenses, claims, demands or other liabilities of the Agent and its Affiliates resulting from the failure of such Lender or such Persons to comply with their obligations under and in respect of this Section 12.16.
- (i) Except pursuant to an Erroneous Payment Deficiency Assignment or the exercise of any Erroneous Payments Subrogation Rights (or any equivalent equitable subrogation rights), the Borrower shall not have any liability to the Agent for any Erroneous Payment or any interest, loss, cost or damages

related thereto or arising therefrom under any provision of this Agreement or any other Loan Document or under any legal principle or theory, whether arising by law or in equity.

12.17 **Applicable Sustainability Adjustments**

It is understood and agreed that the Agent and the Co-Sustainability Structuring Agents make no assurances as to (a) whether this Agreement meets any criteria or expectations of the Borrower or any Lender with regard to environmental impact and sustainability performance, or (b) whether the characteristics of the relevant sustainability performance targets and/or key performance indicators included in the Agreement, including any environmental and sustainability criteria or any computation methodology with respect thereto, meet any industry standards for sustainability-linked credit facilities. It is further understood and agreed that neither the Agent nor the Co-Sustainability Structuring Agents shall have any responsibility for (or liability in respect of) reviewing, auditing or otherwise evaluating any calculation by the Borrower of (i) the relevant sustainability performance targets and/or key performance indicators or (ii) any Applicable Sustainability Adjustment (or any of the data or computations that are part of or related to any such calculation) set forth in any Sustainability Pricing Certificate (and the Agent may rely conclusively on any such certificate, without further inquiry, when implementing any such pricing adjustment).

ARTICLE 13 ASSIGNMENT

13.1 **Assignment and Participation Prior to Default**

- (a) With the prior written consent of the Borrower (which shall not be unreasonably withheld), any Lender (herein sometimes called a "**Granting Lender**") may grant a participation in the Credit Facilities to one or more Persons entitled to lend money in Canada (the "**Participant**"). If such a participation is granted:
- (i) the Granting Lender shall remain fully liable for all of its obligations and responsibilities hereunder to the same extent as if such participation had not been granted; and
 - (ii) the Granting Lender shall administer the participation of the Participant and none of the Participant, the Borrower and the Agent shall have any rights against or obligations to one another, nor shall any of them be required to deal directly with one another in respect of the participation by such Participant.
- (b) With the prior written consent of the Borrower, the Agent and the Fronting Lenders (which shall not be unreasonably withheld), any Lender (herein sometimes called an "**Assigning Lender**") may assign all or any part of such Lender's rights to, and may have its respective obligations in respect of, the Credit Facilities assumed by one or more Persons entitled to lend money in Canada (each an "**Assignee**"), provided any assignment in respect of the Syndicated Facility must be in a minimum amount of Cdn.\$5,000,000 and, unless the Assigning Lender is assigning all of its Syndicated Facility Commitment, the Assigning Lender must retain a Syndicated Facility Commitment of at least Cdn.\$5,000,000. Any permitted assignment shall become effective when the Agent and the Borrower have been notified of it by the Assigning Lender, have received from the Assignee an executed copy of an Assignment Agreement, and the Agent has received from the Assignee an assignment fee of Cdn.\$[redacted]. Any Assignee of a Lender shall be and be treated as a Lender for all purposes of this Agreement, and each Assignee shall be entitled to the full benefit hereof and shall be subject to the obligations of the Assigning Lender to the same extent as if it were an original party in respect of the rights or obligations assigned to it and the Assigning Lender shall be released and discharged accordingly and to the same extent, and Schedule A (to the extent such Schedule relates to the Assigning Lender) shall be deemed to be amended accordingly from time to time without further notice or other requirement. Notwithstanding the foregoing, a Lender may assign its Syndicated Facility Commitment and as provided for above, without the consent of the Borrower, the Agent or the Fronting Lenders provided that, in the case

of any such assignment, the Lender shall not be released and discharged from its obligations hereunder without the consent of the Borrower, the Agent and the Fronting Lenders. *[Commercially sensitive amount redacted]*

- (c) The Operating Facility Lender may not assign less than all of its Operating Facility Commitment without the prior written consent of the Borrower (which may be arbitrarily withheld).
- (d) The Borrower will, at the applicable Lender's expense, execute such further documents and instruments and do such further things as the Agent or such Lender may reasonably request for the purpose of any participation or assignment.

13.2 Assignment After Event of Default

Notwithstanding anything to the contrary herein contained, where an Event of Default exists, nothing in this Agreement shall require the consent of the Borrower to an assignment or participation.

13.3 Assignment by the Borrower

Except as permitted by Section 7.3(d), the Borrower shall not assign, delegate or transfer all or any part of its rights or obligations hereunder without the prior written consent of all of the Lenders.

ARTICLE 14 GENERAL PROVISIONS

14.1 Exchange and Confidentiality of Information

- (a) The Borrower agrees that the Agent and each Lender may provide any assignee or participant or any bona fide prospective assignee or participant or to any person providing administration and settlement services in respect of this Agreement or to any actual or prospective counterparty to any securitization, swap or derivative transaction relating to the Borrower pursuant to Article 13 with any information concerning the financial condition of the Borrower provided, in each case, such party agrees in writing with the Agent or such Lender for the benefit of the Borrower to be bound by a like duty of confidentiality to that contained in this Section.
- (b) Each of the Agent and the Lenders acknowledges the confidential nature of the financial, operational and other information and data provided and to be provided to them by the Borrower pursuant hereto (the "**Information**") and agrees to use all reasonable efforts to prevent the disclosure thereof; provided that:
 - (i) the Agent and the Lenders may disclose all or any part of the Information if, in their reasonable opinion, such disclosure is required in connection with any actual or threatened judicial, administrative or governmental proceedings including proceedings initiated under or in respect of this Agreement; but only to the extent such disclosure is required in connection with such proceedings and, to the extent reasonably practicable, the disclosing party agrees to provide the Borrower with prior notice of such disclosure;
 - (ii) the Agent and the Lenders shall incur no liability in respect of any Information required to be disclosed by any Applicable Laws, or by applicable order, policy or directive having the force of law, to the extent of such requirement;
 - (iii) the Agent and the Lenders may provide their Affiliates and each of their counsel and other agents and professional advisors with any Information; provided that such persons shall be under a like duty of confidentiality to that contained in this Section;
 - (iv) the Agent and each of the Lenders shall incur no liability in respect of any Information:

- (A) which is or becomes readily available to the public (other than by a breach hereof) or which has been made readily available to the public by the Borrower;
 - (B) which the Agent or the relevant Lender can show was, prior to receipt thereof from the Borrower, lawfully in the Agent's or Lender's possession and not then subject to any obligation on its part to the Borrower to maintain confidentiality, or
 - (C) which the Agent or the relevant Lender received from a third party who was not, to the knowledge of the Agent or such Lender after reasonable inquiry, under a duty of confidentiality to the Borrower at the time the information was so received; and
- (v) the Agent and the Lenders may disclose all or any part of the Information so as to enable the Agent and the Lenders to initiate any lawsuit against the Borrower or to defend any lawsuit commenced by the Borrower the issues of which touch on the Information, but only to the extent such disclosure is necessary to the initiation or defence of such lawsuit.

14.2 Defaulting Lenders

- (a) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:
- (i) the standby fees payable pursuant to Section 3.6 shall cease to accrue on the unused portion of the Commitment(s) of such Defaulting Lender;
 - (ii) a Defaulting Lender shall not be included in determining whether, and the Commitment(s) and Pro Rata Share of Outstanding Principal of such Defaulting Lender shall not be included in determining whether, all Lenders or the Majority Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 12.1(d)), provided that any waiver or amendment requiring the consent of all Lenders, or each affected Lender, that (A) materially and adversely affects such Defaulting Lender differently than other affected Lenders or (B) increases the Commitment of, or extends the Credit Facility Maturity Date of, such Defaulting Lender shall require the consent of such Defaulting Lender; and
 - (iii) for the avoidance of doubt, the Borrower shall retain and reserve its other rights and remedies respecting each Defaulting Lender.
- (b) If any Syndicated Facility Lender fails to fund its Pro Rata Share of a Loan hereunder, then each other Syndicated Facility Lender shall fund a portion of such defaulted amount in an amount equal to such other Syndicated Facility Lender's Pro Rata Share (and in calculating the Pro Rata Share of a Syndicated Facility Lender, ignoring the Commitment(s) of any Defaulting Lender) of such unfunded portion; provided that, for certainty, no Syndicated Facility Lender shall be obligated by this Section to make or provide Loans in excess of its Syndicated Facility Commitment.
- (c) If any Lender shall cease to be a Defaulting Lender, then, upon becoming aware of the same, the Agent shall notify the other Lenders and (in accordance with the written direction of the Agent) such Lender (which has ceased to be a Defaulting Lender) shall purchase, and the other Lenders shall on a rateable basis sell and assign to such Lender, portions of such Loans equal in total to such Lender's Pro Rata Share thereof without regard to Section 14.2(b).

14.3 Telephone Instructions

Any verbal instructions given by the Borrower in relation to this Agreement will be at the risk of the Borrower and neither the Agent nor the Lenders will have any liability for any error or omission

in such verbal instructions or in the interpretation or execution thereof by the Agent or a Lender, as the case may be, provided the Agent or Lender, as the case may be, acted without gross negligence in the circumstances. The Agent will notify the Borrower of any conflict or inconsistency between any written confirmation of such verbal instructions received from the Borrower and the said verbal advice as soon as practicable after the conflict or inconsistency becomes apparent to the Agent.

14.4 Further Assurances

Each party hereto shall, at the request of the other (but at the expense of the Borrower), perform all such further acts and execute and deliver all such further documents as may, in the reasonable opinion of the other, be necessary or desirable in order to fully perform and carry out the purpose and intent of the Loan Documents.

14.5 Conflicting Provisions

In the event of (but to the extent only of) a conflict or inconsistency between the terms of this Agreement and any of the other Loan Documents, the terms of this Agreement shall govern.

14.6 Notices

- (a) Any notice or other communication hereunder shall be in writing and (except as provided in Section 14.6(b) below), if delivered, it shall be considered received on the day it is given to an officer of the recipient, or if sent by facsimile transmission (fax) during normal business hours on a Banking Day, it shall be considered received on the same day as the transmission thereof was successfully completed to the applicable fax number provided below, or if sent by facsimile transmission (fax) after normal business hours on a Banking Day, it shall be considered received at 9:00 a.m. (Calgary time) on the next Banking Day day after the transmission thereof was successfully completed to the applicable fax number provided below:

In the case of the Borrower:

PrairieSky Royalty Ltd.
1700, 350 – 7 Avenue SW
Calgary, Alberta
T2P 3N9

Attention: *[redacted]*
Fax No.: *[redacted]*

In the case of the Agent:

The Toronto-Dominion Bank, as Agent
[redacted]

Attention: *[redacted]*
Facsimile: *[redacted]*

In the case of each Lender:

At the address set forth in such Lender's most recent Administrative Questionnaire or other notification provided to the Agent by such Lender (a copy of which shall be provided to the Borrower upon request to the Agent)

In the case of the Co-Sustainability Structuring Agents for the delivery of the Sustainability Pricing Certificate:

TD Securities, as Co-Sustainability Structuring Agent
 [redacted]
 Attention: [redacted]
 Email: [redacted]

RBC Capital Markets, as Co-Sustainability Structuring Agent
 [redacted]
 Email: [redacted]
 [Confidential contact details redacted]

- (b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including email and Internet or intranet websites) pursuant to procedures approved by the Agent, provided that the foregoing shall not apply to notices to any Lender if such Lender has notified the Agent that it is incapable of receiving notices under such Article by electronic communication. The Agent or the Borrower may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Agent otherwise prescribes, (i) notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "**return receipt requested**" function, as available, return email or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Banking Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient as its email address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

- (c) Any party may change its address or fax number or email address from time to time in a notice similarly given.

14.7 Non-Performance of Covenants

If the Borrower fails to perform any of its covenants or agreements hereunder, the Agent may itself, but shall not be obliged to, perform or cause to be performed the same and all reasonable expenses incurred or payments made by the Agent in so doing shall be paid by the Agent forthwith upon demand. Any such expenses or payments remaining unpaid after demand shall bear interest at the Prime Rate in effect from time to time plus the Applicable Pricing Margin from the date such expense or payment was incurred or made by the Agent until paid.

14.8 Entire Agreement

This Agreement and the other Loan Documents contemplated by this Agreement constitute the entire agreement between the Borrower, the Agent and the Lenders in respect of the obligations herein set out and supersede and cancel any prior agreements between the Borrower and any of the Lenders concerning such obligations.

14.9 Counterparts

This Agreement may be executed in any number of counterparts, including by facsimile, PDF or other scanned copy by electronic mail, and by different parties in separate counterparts, each of which when so executed 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, PDF or by otherwise sending a scanned copy by electronic mail shall be as effective as delivery of manually executed counterpart of this Agreement. The word "executed" shall be deemed to include electronic signatures, which shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for under any Applicable Law.

14.10 Platform

- (a) The Borrower agrees that the Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "**Platform**").
- (b) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Agent or any of its Affiliates (collectively, the "**Agent Parties**") have any liability to the Borrower or any of its Subsidiaries, any Lender or any other person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's, any Subsidiary's or the Agent's transmission of communications through the Platform. "**Communications**" means, collectively, any notice, demand, communication, information, document or other material that the Borrower or any Subsidiary thereof provides to the Agent pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Agent or any Lender by means of electronic communications pursuant to this Section 14.10, including through the Platform.

14.11 Know Your Customer/Anti-Money Laundering Laws

- (a) Each Lender and the Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA)* or any other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Applicable Laws (collectively, including any guidelines or orders thereunder, "**AML Legislation**"), it may be required to obtain, verify and record information that identifies the Borrower and its Subsidiaries, which information includes the name and address of each such person and such other information that will allow such Lender or the Agent, as applicable, to identify each such person in accordance with AML Legislation (including, information regarding such person's directors, authorized signing officers, or other persons in control of each such person). The Borrower shall promptly provide and cause its Subsidiaries to provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Agent (for itself and not on behalf of any Lender), or any prospective assignee or participant of a Lender or the Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.
- (b) If, upon the written request of any Lender, the Agent has ascertained the identity of the Borrower or any Subsidiary or any authorized signatories of such person for the purposes of applicable AML Legislation on such Lender's behalf, then the Agent:
 - (i) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a "written agreement" in such regard between such Lender and the Agent within the meaning of applicable AML Legislation; and

- (ii) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.
- (c) Notwithstanding anything to the contrary in this Section 14.11, each of the Lenders agrees that the Agent has no obligation to ascertain the identity of the Borrower or any Subsidiary or any authorized signatories of such person, on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any such person or any such authorized signatory in doing so.

14.12 No Fiduciary Duty

The Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this Section 14.12, the "**Lenders**"), may have economic interests that conflict with those of the Borrower, its shareholders and/or its Affiliates. The Borrower agrees that nothing in the Loan Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrower, its shareholders or its Affiliates, on the other hand. The Borrower acknowledges and agrees that (a) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's length commercial transactions between the Lenders, on the one hand, and the Borrower, on the other hand, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favour of the Borrower, its shareholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Borrower, its shareholders or its Affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in the Loan Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Borrower, its management, shareholders, creditors or any other person. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transactions or the process leading thereto.

[Signature Pages Follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BORROWER:

PRAIRIESKY ROYALTY LTD.

Per: "Signed"

Name: [redacted]

Title: [redacted]

Per: "Signed"

Name: [redacted]

Title: [redacted]

AGENT:

THE TORONTO-DOMINION BANK, as Agent

Per: "Signed"
Name: [redacted]
Title: [redacted]

THE LENDERS:

THE TORONTO-DOMINION BANK

Per: "Signed"
Name: [redacted]
Title: [redacted]

Per: "Signed"
Name: [redacted]
Title: [redacted]

ATB FINANCIAL

Per: "Signed"
Name: [redacted]
Title: [redacted]

Per: "Signed"
Name: [redacted]
Title: [redacted]

BANK OF MONTREAL

Per: "Signed"
Name: [redacted]
Title: [redacted]

Per: "Signed"
Name: [redacted]
Title: [redacted]

CANADIAN IMPERIAL BANK OF COMMERCE

Per: "Signed"
Name: [redacted]
Title: [redacted]

Per: "Signed"
Name: [redacted]
Title: [redacted]

NATIONAL BANK OF CANADA

Per: "Signed"
Name: [redacted]
Title: [redacted]

Per: "Signed"
Name: [redacted]
Title: [redacted]

ROYAL BANK OF CANADA

Per: "Signed"
Name: [redacted]
Title: [redacted]

Per: "Signed"
Name: [redacted]
Title: [redacted]

THE BANK OF NOVA SCOTIA

Per: "Signed"
Name: [redacted]
Title: [redacted]

Per: "Signed"
Name: [redacted]
Title: [redacted]

**Schedule A
to the Credit Agreement**

COMMITMENTS

LENDER	SYNDICATED FACILITY COMMITMENT	OPERATING FACILITY COMMITMENT
The Toronto-Dominion Bank	Cdn.\$ [redacted]	Cdn.\$ [redacted]
Royal Bank of Canada	Cdn.\$ [redacted]	
Bank of Montreal	Cdn.\$ [redacted]	
The Bank of Nova Scotia	Cdn.\$ [redacted]	
Canadian Imperial Bank of Commerce	Cdn.\$ [redacted]	
National Bank of Canada	Cdn.\$ [redacted]	
ATB Financial	Cdn.\$ [redacted]	
Total:	Cdn.\$700,000,000	Cdn.\$25,000,000

[Commercially sensitive amounts redacted]

**Schedule B
to the Credit Agreement**

FORM OF COMPLIANCE CERTIFICATE

TO: THE TORONTO-DOMINION BANK, as Agent

Re: Amended and Restated Credit Agreement dated as of June 6, 2024 among PrairieSky Royalty Ltd., as borrower (the "**Borrower**"), The Toronto-Dominion Bank, as agent (the "**Agent**"), and the persons party thereto as lenders (collectively, the "**Lenders**") (such Amended and Restated Credit Agreement, as it may be amended, supplemented, modified or restated from time to time, referred to as the "**Credit Agreement**").

1. This Compliance Certificate is given pursuant to Section 7.1(c) of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

2. I am the duly appointed [•] of the Borrower and hereby certify in such capacity for and on behalf of the Borrower and not in my personal capacity and without assuming any personal liability whatsoever, after making due inquiry:

(a) as at the end of the Fiscal Quarter ended •, the Adjusted Consolidated Senior Debt to EBITDA Ratio is •;

(b) as at the end of the Fiscal Quarter ended •, the Adjusted Consolidated Total Debt to EBITDA Ratio is •;

(c) as at the end of the Fiscal Quarter ended •, the Adjusted Consolidated Total Debt to Capitalization Ratio is •%;

(d) as at the date hereof, no Default or Event of Default exists [**except as described in Schedule • hereto**]; and

(e) [**as at the date hereof, the Borrower does not have any Subsidiaries**] [**as at the date hereof, (i) all of the Subsidiaries of the Borrower are set forth in the attached schedule and all of the issued shares or partnership interests of any such Subsidiaries which are Restricted Subsidiaries are, directly or indirectly, owned by the Borrower as set forth in the attached schedule, and (ii) the legal name, the jurisdiction of formation and its designation as a Restricted Subsidiary (including whether it is a Material Restricted Subsidiary) or an Unrestricted Subsidiary is as set out in the attached schedule**];

and attached hereto are detailed particulars of the manner in which the ratios in (a), (b) and (c) above were calculated.

3. This Compliance Certificate is signed by the undersigned officer of the Borrower in his capacity as an officer of the Borrower without personal liability to the undersigned officer.

DATED this _____ day of _____, 20____.

PRAIRIESKY ROYALTY LTD.

By: _____

Name:

Title:

**Schedule C
to the Credit Agreement**

FORM OF EXTENSION REQUEST

TO: THE TORONTO-DOMINION BANK, as Agent

Re: Amended and Restated Credit Agreement dated June 6, 2024 among PrairieSky Royalty Ltd. as borrower (the "**Borrower**"), The Toronto-Dominion Bank as agent (the "**Agent**") and the persons party thereto as lenders (collectively, the "**Lenders**") (such Amended and Restated Credit Agreement, as it may be amended, supplemented, modified or restated from time to time, referred to as the "**Credit Agreement**").

1. This Extension Request is given pursuant to Section 2.2(a) of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. The Borrower hereby requests that the Lenders extend the Credit Facility Maturity Date for each Credit Facility for a further period of • years **[up to three years]**, which will extend the Credit Facility Maturity Date therefor from _____, 20__ to _____, 20__.
3. The Borrower hereby represents that, on the date hereof, all representations and warranties contained in the Loan Documents (excluding the representations and warranties which are expressly limited to a specific date) are true and correct in all material respects as if made on such date, and no Default or Event of Default exists.

DATED this _____ day of _____, 20__.

PRAIRIESKY ROYALTY LTD.

By: _____

Name:

Title:

**Schedule D
to the Credit Agreement**

FORM OF NOTICE OF DRAWDOWN

TO: THE TORONTO-DOMINION BANK, **[as Agent] [as Operating Facility Lender]**

Re: Amended and Restated Credit Agreement dated June 6, 2024 among PrairieSky Royalty Ltd. as borrower (the "**Borrower**"), The Toronto-Dominion Bank as agent (the "**Agent**") and the persons party thereto as lenders (collectively, the "**Lenders**") (such Amended and Restated Credit Agreement, as it may be amended, supplemented, modified or restated from time to time, referred to as the "**Credit Agreement**").

1. The Drawdown Date is the _____ day of _____, 20__.
2. Pursuant to Section 2.3 of the Credit Agreement, the undersigned hereby irrevocably requests the following Drawdown(s) under the **[Syndicated/Operating]**:

Type of Loan	Principal Amount	Interest Period
Prime Loan	_____	
USBR Loan	_____	
Term CORRA Loan	_____	_____
Daily Compounded CORRA Loan	_____	_____
SOFR Loan Letter of Credit [governed by UCP/ISP98]	_____	_____

3. The undersigned certifies to the Agent and to the Lenders that:
 - (a) on the date hereof, all representations and warranties contained in the Loan Documents (excluding those representations and warranties which are expressly limited to a specific date) are true and correct in all material respects as if made on such date; and
 - (b) on the date hereof, no Default or Event of Default exists and no Default or Event of Default will occur as a result of the making of the Drawdown contemplated herein.
4. This Notice is irrevocable.
5. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

DATED this _____ day of _____, _____ at _____ a.m. Calgary, Alberta time.

PRAIRIESKY ROYALTY LTD.

By: _____

Name:

Title:

**Schedule E
to the Credit Agreement**

FORM OF NOTICE OF ROLLOVER/ CONVERSION/ REPAYMENT

TO: THE TORONTO-DOMINION BANK, **[as Agent] [as Operating Facility Lender]**

Re: Amended and Restated Credit Agreement dated June 6, 2024 among PrairieSky Royalty Ltd. as borrower (the "**Borrower**"), The Toronto-Dominion Bank as agent (the "**Agent**") and the persons party thereto as lenders (collectively, the "**Lenders**") (such Amended and Restated Credit Agreement, as it may be amended, supplemented, modified or restated from time to time, referred to as the "**Credit Agreement**").

1. Pursuant to Section **[2.4/5.3(b)]** of the Credit Agreement, the undersigned hereby irrevocably notifies **[the Agent] [the Operating Facility Lender]** of:

(a) the Rollover of part or all of the following Loan under the **[Syndicated/Operating]** Facility described as:

Type of Loan:**[•]**

Principal Amount:**[•]**

Interest Period (if applicable):**[•]**

into another Loan of the same type under the **[Syndicated/Operating]** Facility described as:

Interest Period (if applicable):**[•]**

Note:

(1) Insert part (a) if applicable.

(2) If only part of maturing Loan is rolled over, please indicate in the Principal Amount section.

or;

(b) the Conversion of part or all of the following Loan under the **[Syndicated/Operating]** Facility described as:

Type of Loan:**[•]**

Principal Amount:**[•]**

Interest Period (if applicable):**[•]**

into a Loan made under the **[Syndicated/Operating]** Facility described as:

Type of Loan:**[•]**

Principal Amount:**[•]**

Interest Period (if applicable):[•]

effective the _____ day of _____, _____.

Note:

- (1) Insert part (b) if applicable.
- (2) If only part of maturing Loan is being converted, please indicate in the Principal Amount section.
- (c) the repayment part or all of the Loan under the **[Syndicated/Operating]** Facility described as:

Type of Loan: [•]

Principal Amount: [•]

Interest Period (if applicable): [•]

Note:

- (1) Insert part (c) if applicable.
- 2. The undersigned certifies to the Agent and the Lenders that as of the date of this Notice, no Event of Default exists nor will an Event of Default result after giving effect to the proposed [Rollover] or [Conversion]. **[Note:** Insert this paragraph 2 for a Rollover or Conversion.]
- 3. This Notice is irrevocable.
- 4. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

DATED this _____ day of _____, _____ at _____ a.m. Calgary, Alberta time.

PRAIRIESKY ROYALTY LTD.

By: _____

Name:

Title:

**Schedule F
to the Credit Agreement**

FORM OF LENDER ASSIGNMENT AGREEMENT

LENDER ASSIGNMENT AGREEMENT

THIS LENDER ASSIGNMENT AGREEMENT is made as of the _____ day of •, 20__.

AMONG:

•

(hereinafter referred to as the "**Assignor**")

OF THE FIRST PART

and

•

(hereinafter referred to as the "**Assignee**")

OF THE SECOND PART

and

PRAIRIESKY ROYALTY LTD. (hereinafter referred to as the "**Borrower**")

OF THE THIRD PART

and

THE TORONTO-DOMINION BANK, in its capacity as agent of the Lenders (hereinafter referred to as the "**Agent**")

OF THE FOURTH PART

and

[•], in its capacity as Fronting Lender (hereinafter referred to as the "**Fronting Lender**")

OF THE FIFTH PART

WHEREAS the Assignor is a Lender under the Amended and Restated Credit Agreement dated June 6, 2024 among the Borrower, the Agent and the Lenders (as amended, modified, supplemented or restated from time to time, the "**Credit Agreement**");

AND WHEREAS the Assignor has agreed to assign and transfer to the Assignee certain rights under the Credit Agreement in compliance with the Credit Agreement, and the Assignee has agreed to accept such rights and assume certain obligations of the Assignor under the Credit Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the parties hereby agree as follows:

1. **Interpretation**

- (a) In this Agreement, including the recitals, capitalized terms used herein, and not otherwise defined herein, shall have the same meanings attributed thereto as set forth in the Credit Agreement. In addition, the following terms shall have the following meanings:
 - (i) **"Assigned Commitment"** has the meaning set forth in Section 2 hereof;
 - (ii) **"Assigned Interests"** has the meaning set forth in Section 2 hereof;
 - (iii) **"Assumed Obligations"** has the meaning set forth in Section 3 hereof; and
 - (iv) **"Effective Date"** means the 5th Banking Day following the date this Agreement is executed by the Agent.
- (b) The division of this Agreement into Articles, Sections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- (c) In this Agreement:
 - (i) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Lender Assignment Agreement taken as a whole and not to any particular section, subsection or paragraph;
 - (ii) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa; and
 - (iii) 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.
- (d) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties hereby irrevocably submit to the non exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of the parties to take proceedings in any other jurisdictions.
- (e) If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction, it shall not affect the validity, legality or enforceability of any such provision in any other jurisdiction or the validity, legality or enforceability of any other provision of this Agreement.

2. **Assignment of Rights by Assignor**

Effective as of the Effective Date, the Assignor hereby absolutely assigns and transfers to the Assignee:

- (a) **[all OR •% of all]** of the right, title and interest in, to and under each of the outstanding Loans and other Loan Indebtedness owing by the Borrower under the Syndicated Facility; and

- (b) Cdn. \$• of the Assignor's Syndicated Facility Commitment (the "**Assigned Commitment**");

together with all of the Assignor's other rights under the Credit Agreement and the other Loan Documents but only insofar as such other rights relate to (a) and (b) above (collectively, the "**Assigned Interests**").

3. **Assumption of Obligations by Assignee**

The Assignee assumes and covenants and agrees to be responsible for all obligations relating to the Assigned Interests to the extent such obligations arise or accrue on or after the Effective Date (collectively, the "**Assumed Obligations**") and agrees that it will be bound by the Credit Agreement and the other Loan Documents to the extent of the Assumed Obligations as fully as if it had been an original party to the Credit Agreement.

4. **Credit Agreement References; Notices**

Effective as of the Effective Date:

- (a) the Assignee shall be a Lender for all purposes of the Credit Agreement and the other Loan Documents and all references therein to "**Lenders**" or "**a Lender**" shall be deemed to include the Assignee;
- (b) the Syndicated Facility Commitment of the Assignee shall be the Assigned Commitment and all references in the Credit Agreement to the Syndicated Facility Commitment of the Assignee shall be deemed to be to the Assigned Commitment;
- (c) any demand, notice or communication to be given to the Assignee in accordance with Section 14.6 of the Credit Agreement shall be made or given to the following address or telecopy number **[insert address and telecopy number]** (until the Assignee otherwise gives notice in accordance with such Section 14.6); and
- (d) Schedule A to the Credit Agreement shall be deemed to be and is hereby amended to the extent necessary to give effect to the assignment of the Assigned Commitments contemplated hereby and to give effect to Sections 4(b) and 4(c) hereof.

5. **The Agent**

Without in any way limiting the provisions of Section 3 hereof, the Assignee irrevocably appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with the provisions of the Credit Agreement.

6. **No Entitlement to Prior Interest or Other Fees**

Except as otherwise agreed in writing between the Assignor and the Assignee, notwithstanding any provision of the Credit Agreement or other Loan Documents or any other provision of this Agreement, the Assignee shall have no right, title or interest in or to any interest or fees paid or to be paid to the Assignor under, pursuant to or in respect of:

- (a) **[the fees paid to the Assignor in respect of the establishment of the Credit Facilities;]**

[NOTE: Insert 6(a) above, if applicable.]

- (b) **[the fees payable to the Agent for acting as Agent under the Credit Agreement; or]**

[NOTE: Insert 6(b) above for any assignment by the Agent.]

- (c) the Loans, the Credit Facilities or the Credit Agreement for any period of time or in respect of any event or circumstance prior to the Effective Date.

7. Consent of Borrower, Agent and Fronting Lender

The Borrower, the Agent and the Fronting Lender consent to the assignment of the Assigned Interests to the Assignee and the assumption of the Assumed Obligations by the Assignee and, as and from the Effective Date, agree to recognize the Assignee as a Lender under the Credit Agreement as fully as if the Assignee had been an original party to the Credit Agreement. The Borrower, the Agent and the Fronting Lender, as and from the Effective Date, agree that the Assignor shall have no further liability or obligation to any of them in respect of the Assumed Obligations.

8. Representations and Warranties

Each of the Assignor and the Assignee hereby represents and warrants to the other parties as follows:

- (a) it is validly subsisting under the laws of its governing jurisdiction;
- (b) it has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder and under the Credit Agreement and the other Loan Documents;
- (c) the execution, delivery, observance and performance on its part of this Agreement has been duly authorized by all necessary action and this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms; and
- (d) all consents, authorizations and approvals of any Governmental Authority, if any, required for the execution, delivery, observance and performance by it of this Agreement, the Credit Agreement and the other Loan Documents have been obtained and remain in full force and effect, all conditions have been duly complied with and no action by, and no notice to or other filing with any Governmental Authority is required for such execution, delivery, observance or performance.

The Assignor represents and warrants to the Assignee that it has the right to sell to the Assignee the Assigned Interests and that the same are free and clear of all Liens.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement and notwithstanding any examinations or investigations which may be made by the parties or their respective legal counsel.

Except as expressly provided herein, the Assignee confirms that this Agreement is entered into by the Assignee without any representations or warranties by the Assignor or the Agent on any matter whatsoever, including on the effectiveness, validity, legality, enforceability, adequacy or completeness of the Credit Agreement or any other Loan Document delivered pursuant thereto or in connection therewith or any of the terms, covenants and conditions therein or on the financial condition, creditworthiness, condition, affairs, status or nature of the Borrower.

9. Assignee Credit Decision

The Assignee acknowledges to the Assignor and the Agent that the Assignee has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrower, all of the

matters and transactions contemplated herein and in the Credit Agreement and the other Loan Documents and all other matters incidental to the Credit Agreement and the other Loan Documents. The Assignee confirms with the Assignor and the Agent that it does not rely, and it will not hereafter rely, on the Agent or the Assignor:

- (a) to check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrower or any other Person under or in connection with the Credit Agreement and the other Loan Documents or the transactions therein contemplated (whether or not such information has been or is hereafter distributed to the Assignee by the Agent); or
- (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Borrower.

The Assignee acknowledges that a copy of the Credit Agreement (including a copy of the Schedules) has been made available to it for review and further acknowledges and agrees that it has received copies of such other Loan Documents and such other information that it has requested for the purposes of its investigation and analysis of all matters related to this Agreement, the Credit Agreement, the other Loan Documents and the transactions contemplated hereby and thereby. The Assignee acknowledges that it is satisfied with the form and substance of the Credit Agreement and the other Loan Documents.

10. **Payments**

The Assignor and the Assignee acknowledge and agree that all payments under the Credit Agreement in respect of the Assigned Interests from and after the Effective Date received by the Agent on or after the Effective Date shall be the property of the Assignee and the Agent shall be entitled to treat the Assignee as solely entitled thereto.

11. **Amendments and Waivers**

Any amendment or modification or waiver of any right under any provision of this Agreement shall be in writing (in the case of an amendment or modification, signed by the parties) and any such waiver shall be effective only for the specific purpose for which given and for the specific time period, if any, contemplated therein. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof and any waiver of any breach of the provisions of this Agreement shall be without prejudice to any rights with respect to any other or further breach.

12. **General Provisions**

- (a) The parties hereto shall from time to time and at all times do all such further acts and things and execute and deliver all such documents as are required in order to fully perform and carry out the terms of this Agreement.
- (b) The provisions of this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
- (c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one full set of counterparts.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by its duly authorized representative(s) as of the date first above written.

•, as Assignor

Per: _____

Per: _____

•, as Assignee

Per: _____

Per: _____

PRAIRIESKY ROYALTY LTD., as Borrower

Per: _____

Per: _____

THE TORONTO-DOMINION BANK, as Agent

Per: _____

Per: _____

[•], as Fronting Lender

Per: _____

Per: _____

**Schedule G
to the Credit Agreement**

FORM OF RESTRICTED SUBSIDIARY GUARANTEE

GUARANTEE

THIS GUARANTEE is made as of •, 20__ by •, a [corporation/partnership/trust] subsisting under the laws of • (the "**Guarantor**"), in favour of and for the benefit of the Guarantee Beneficiaries.

Recitals

1. The Agent and the Lenders have agreed to enter into the Credit Agreement with PrairieSky Royalty Ltd. (the "**Borrower**") on the condition that the Guarantor provide this Guarantee;
2. The Guarantor will derive significant benefit from the extension of credit by the Guarantee Beneficiaries to the Borrower;

NOW THEREFORE the Guarantor agrees with the Guarantee Beneficiaries as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

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

"Credit Agreement" means the amended and restated credit agreement dated June 6, 2024 among PrairieSky Royalty Ltd., as borrower, The Toronto-Dominion Bank, as agent, and the persons party thereto, as lenders, as amended, modified, supplemented or restated from time to time.

"Guarantee Beneficiaries" means The Toronto-Dominion Bank, for itself and as agent and on behalf of the Lenders, the Cash Management Lenders and the Lender Hedge Providers from time to time.

"Guaranteed Obligations" means, collectively and at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower or any other Restricted Subsidiary to the Guarantee Beneficiaries or any of them under, pursuant or relating to the Credit Agreement, the other Loan Documents, the Cash Management Documents and the Lender Hedge Agreements and including all Outstanding Principal and all other Loan Indebtedness, the Cash Management Obligations and the Lender Hedge Obligations, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

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 attributed to such words and phrases in the Credit Agreement. For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Headings and Guarantee References

- (a) The division of this Guarantee into Articles and Sections, and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Guarantee.
- (b) The 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 amendments hereto. Unless otherwise stated, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

ARTICLE 2 NO COLLATERAL AGREEMENTS

2.1 Acknowledgement

The Guarantor confirms that its obligations under this Guarantee are not subject to any promise or condition affecting or limiting its liability, and no statement, representation, collateral agreement or promise on the part of the Guarantee Beneficiaries or any officer, employee or agent thereof forms any part of this Guarantee or has induced the making thereof or shall be deemed in any way to affect the Guarantor's liability hereunder, unless expressly set out herein. It is the parties' intent that all conditions and limitations relating to this Guarantee be expressly set out herein, failing which the Guarantor expressly waives reliance thereon as a defence to or limitation of its obligations hereunder.

ARTICLE 3 GUARANTEE

3.1 Guarantee

The Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guarantee Beneficiaries the due and punctual payment, discharge and full performance of all Guaranteed Obligations. The Guarantor covenants that the Guaranteed Obligations will be fully and punctually paid and performed strictly in accordance with the terms of the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable), whether the same become due on maturity, by mandatory prepayment, by demand, acceleration or otherwise. The Guarantor hereby indemnifies the Guarantee Beneficiaries on demand against any loss or liability suffered by them as a result of any Guaranteed Obligation being or becoming unenforceable, invalid or illegal.

3.2 Continuing Guarantee

This Guarantee shall be a continuing guarantee, shall cover and secure any ultimate balance owing to the Guarantee Beneficiaries, and shall be operative and binding notwithstanding that at any time or times the Guaranteed Obligations may equal zero or that any payments from time to time may be made to the Guarantee Beneficiaries or any settlements of account effected or any other thing whatsoever done, suffered or permitted, or any other action short of actual and final payment to the Guarantee Beneficiaries of all Guaranteed Obligations.

3.3 Other Guarantors

This Guarantee shall be operative and binding regardless of whether or not any proposed guarantor or any other persons have executed or shall execute this Guarantee or is or are or shall become in any other way responsible to the Guarantee Beneficiaries for or in respect of the Guaranteed Obligations or any part thereof, and regardless of whether or not any other persons now or hereafter liable to the Guarantee Beneficiaries for the Guaranteed Obligations or any part thereof (whether under this Guarantee or otherwise) shall cease to be so liable.

3.4 Identity of the Borrower

This Guarantee is to extend to the persons for the time being and from time to time carrying on the business now carried on by the Borrower notwithstanding any change or changes in the name, business, powers, objects, membership, partners, shareholders, directorate, organization or management of the Borrower, and notwithstanding any reorganization of the Borrower or the merger or amalgamation of the Borrower with another or others (including with the Guarantor, in which case the obligations of the Guarantor hereunder shall be direct), or the sale or disposal of any of the Borrower's business in whole or in part to another or others, or the surrender, forfeiture or termination of its articles or charter, or the receivership, dissolution, insolvency, winding-up, arrangement, reorganization, bankruptcy or liquidation of or in respect of the Borrower, and no such event shall lessen, release or discharge the obligations of the Guarantor under this Guarantee.

3.5 Acknowledgement of Continued Liability

The Guarantor shall from time to time forthwith on the reasonable request of the Guarantee Beneficiaries deliver to them suitable acknowledgements of its continued liability hereunder in such form as counsel for the Guarantee Beneficiaries may advise acting reasonably.

3.6 Guarantor to Pay; Interest; Currency

- (a) If, in the respect of Guaranteed Obligations under the Loan Documents, an Event of Default shall have occurred and be continuing or if the Borrower shall default in payment or performance of the other Guaranteed Obligations or any part thereof strictly in accordance with the provisions of any Cash Management Document or any Lender Hedge Agreement (as applicable) as and when the same become due, payable or performable, then the Guarantor shall, so often as any such Event of Default or default happens, on demand by the Guarantee Beneficiaries, forthwith pay to the Guarantee Beneficiaries the amount in default (including any accelerated obligations), and perform any obligations in respect of which the Borrower is then in default.
- (b) If the Guarantee Beneficiaries make demand upon the Guarantor as provided in this Section, the Guarantor shall thereupon be liable to the Guarantee Beneficiaries for the amount demanded directly, as principal, and not just as surety, and will not plead or assert to the contrary in any proceeding taken by the Guarantee Beneficiaries in enforcing this Guarantee.
- (c) The Guarantor shall pay interest on those of the Guaranteed Obligations that are payment obligations for which demand shall have been made, computed from and after the date of demand until payment in full, at the rate or rates provided in the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable) in respect of the obligation so demanded, calculated and compounded in the same manner, but without duplication of interest which is payable by the Guarantor where such interest forms part of the Guaranteed Obligations.
- (d) All Guaranteed Obligations that are payment obligations shall be paid by the Guarantor in whichever currency or currencies in which they are denominated.

3.7 Statement of Obligations

The statement in writing of the Guarantee Beneficiaries from time to time of the indebtedness, obligations or liability of the Borrower to them which has been settled in writing with the Borrower shall be binding upon the Guarantor and shall be *prima facie* evidence of the amount of the indebtedness, obligations or liability. All right to question in any way their present or future method of dealing with the Borrower, or with any persons now or hereafter liable to the Guarantee Beneficiaries for the Guaranteed Obligations or any part thereof, is hereby waived. The Guarantor renounces all benefits of discussion and division.

3.8 Not Bound to Exhaust Recourse

The Guarantee Beneficiaries shall not be bound to exhaust their recourse against the Borrower or to pursue any rights or remedies they may have against the Borrower or any other persons, or to make any demand on or present any note to the Borrower or any other person, or file any proof of claim in any insolvency, administration, arrangement, winding-up, liquidation or bankruptcy before demanding or being entitled to payment from the Guarantor hereunder.

3.9 Corporate Authority

The Guarantee Beneficiaries shall not be concerned to see or enquire into the powers of the Borrower or any of its directors, officers or agents acting or purporting to act on their behalf, and all moneys, advances, renewals and credits in fact borrowed or obtained in the professed exercise of such powers shall be deemed to form part of the Guaranteed Obligations even if irregularly, fraudulently, defectively or informally effected or in excess of the powers of the Borrower or any of the directors, officers or agents thereof, and notwithstanding any incapacity or disability of any thereof, and further notwithstanding any actual or constructive notice of the powers of the Borrower or its directors, officers or agents.

3.10 Reinstatement

Where any discharge (whether in respect of the obligations of the Borrower, any security for such obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on insolvency, bankruptcy, administration, arrangement, liquidation or otherwise, the liability of the Guarantor under this Guarantee shall continue as if there had been no such discharge or arrangement. The Guarantee Beneficiaries shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.

3.11 Postponement of Claims

During the existence of an Event of Default, all indebtedness and liabilities, present and future, of the Borrower to the Guarantor, together with each and every security therefor, is hereby postponed to all present and future indebtedness and liabilities of the Borrower to the Guarantee Beneficiaries, and during the existence of an Event of Default all monies received from the Borrower or for the account of either by the Guarantor shall be received and held by the Guarantor in trust for the Guarantee Beneficiaries, and forthwith upon receipt paid over to the Guarantee Beneficiaries until the Borrower's indebtedness and liabilities to the Guarantee Beneficiaries is finally paid and satisfied in full, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Guarantee Beneficiaries under this Guarantee.

3.12 Subrogation; No Competition with Guarantee Beneficiaries

The Guarantor shall not exercise any rights which it may have acquired by way of subrogation, indemnity or contribution under this Guarantee (by virtue of any payment being made by it hereunder, any liability to make payment hereunder, or otherwise), or exercise any right of contribution against any other guarantor, or claim or exercise any right of set-off against the Borrower or any other guarantor during the existence of an Event of Default, unless and until all Guaranteed Obligations have been finally paid and performed in full. If any amount shall be paid (including through any exercise of set-off rights during the existence of an Event of Default) to the Guarantor arising out of or based upon such right of subrogation, indemnity, contribution or set-off at a time when the Guaranteed Obligations have not been paid and performed in full, such amount (in the case of a set-off during the existence of an Event of Default, an amount equal to such set-off in fact exercised by it) shall be deemed to have been paid to the Guarantor for the benefit of, and held by the Guarantor in trust for, the Guarantee Beneficiaries and shall

forthwith be paid to the Guarantee Beneficiaries to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

3.13 Appropriation

During the existence of an Event of Default (or prior to an Event of Default if no appropriation is made by the Guarantor at the time of payment), the Guarantee Beneficiaries shall be at liberty (without in any way prejudicing or affecting their rights hereunder) to appropriate any payment made or monies received to any portion of the Guaranteed Obligations whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as the Guarantee Beneficiaries see fit.

3.14 Preservation of Rights

Until all amounts which may be or become payable by any and all guarantors under or in connection with the Credit Agreement, any Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable) have been irrevocably paid and discharged in full (whether by the Borrower, the Guarantor or otherwise), after a claim has been made pursuant to this Guarantee which has not been paid in full, the Guarantee Beneficiaries may:

- (a) refrain from applying or enforcing any other security, monies or rights held or received by the Guarantee Beneficiaries, as the case may be, in respect of (or capable of being applied in respect of) such amounts or apply and enforce the same in such manner and order as the Guarantee Beneficiaries see fit (whether against such amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
- (b) hold in a suspense account (with the obligation to pay interest on the monies held therein at a reasonable rate available to it for deposits made by it in the same currency on like terms and in like amounts) any monies received from the Guarantor or on account of the Guarantor's liability under this Guarantee.

ARTICLE 4 OBLIGATIONS NOT RELEASED

4.1 Obligations Absolute

The obligations of the Guarantor hereunder shall be absolute and unconditional, and shall not be released, diminished, discharged or in any way lessened, abated, impaired or reduced by:

- (a) the Guarantee Beneficiaries agreeing to any renewal, extension, increased commitment, change, variation, alteration, restatement, waiver, modification, release or discharge in or in respect of the Guaranteed Obligations or the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable), or anything done, suffered or permitted by the Guarantee Beneficiaries in relation to the Guaranteed Obligations (other than following the actual repayment in full thereof) or the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable), including any amendment or change in the manner, time, place or calculation of payment of the Guaranteed Obligations (including increases or decreases in principal, interest rates, fees or other obligations);
- (b) time or any indulgence being given to, the Borrower or any other person by the Guarantee Beneficiaries;
- (c) the merging of the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable) or the Guaranteed Obligations or other obligations

- of the Borrower in, or any alteration thereof by virtue of, any subsequent agreement or amending agreement;
- (d) the Guarantee Beneficiaries agreeing to any compromise, settlement, proposal, arrangement or plan of reorganization affecting the Borrower or any other guarantor;
 - (e) the Guarantee Beneficiaries agreeing to the release of any other guarantor or any other person liable directly or as surety or otherwise for the Guaranteed Obligations or any part thereof, or the addition of any guarantor, endorser or surety;
 - (f) the Guarantee Beneficiaries failing or omitting to, or refraining from, taking any action to enforce the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable) or any rights or remedies thereunder, or proving the claim or part of the claim of the Guarantee Beneficiaries in any liquidation, bankruptcy, winding up, compromise, arrangement or other proceeding relating to the Borrower or any other person;
 - (g) the lack of validity, enforceability, provability or collectability (in whole or in part) for any reason of, or any informality, defect or irregularity in or omission from, the Guaranteed Obligations or the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable) or any impossibility, impracticability, frustration, illegality, fraud, forgery, force majeure, act of government or change in Applicable Law, or the loans or advances constituting the Guaranteed Obligations having been made in excess of the power of the Guarantee Beneficiaries or any of them or in contravention of any of their governing statutes or constating documents;
 - (h) any common law or statute bar on enforcement of the whole or any part of the Guaranteed Obligations or the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable);
 - (i) any marshalling of assets and liabilities;
 - (j) any notice by the Guarantor purporting in any way to limit its liability hereunder in respect of any Guaranteed Obligations, whether arising prior or subsequent to such notice;
 - (k) any failure or lack of diligence on the part of the Guarantee Beneficiaries to examine, inspect, investigate, monitor or take any other steps in connection with the Borrower's obligations under the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable), including in respect of environmental matters;
 - (l) any limitation on the amount guaranteed by any other guarantor of the Guaranteed Obligations; or
 - (m) any other event, circumstance, occurrence or contingency which might otherwise constitute a legal or equitable defence available to, or discharge of, the Guarantor, the Borrower or any other guarantor of or in respect of the Guaranteed Obligations (other than the final repayment or satisfaction in full thereof);

in each case regardless of how substantial, fundamental or material such event or circumstance mentioned above may be, or however prejudicial it may be to the Guarantor, and without any requirement for notice to the Guarantor of any of such event or circumstance.

4.2 Dealing with the Borrower

It is the intent of the Guarantor and the Guarantee Beneficiaries that the Guarantee Beneficiaries may discontinue, reduce, increase or otherwise vary the credit of the Borrower and otherwise deal, in the broadest sense of that word, with the Borrower and others, including any other guarantor, as the Guarantee Beneficiaries may see fit, all without prejudice to or in any way limiting or lessening the

Guarantor's liability hereunder and without necessity for obtaining the consent of or giving notice to the Guarantor.

4.3 Notices not Required

No Guarantee Beneficiary nor any other person shall have any duty or obligation to notify, or timely notify, the Guarantor of (i) any default, event of default or similar event (however defined) under the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable), any renewal, extension, supplement, modification, rearrangement, amendment, restatement, replacement, cancellation, rescission, revocation or reinstatement (whether or not material), (ii) any release or exchange of any security, (iii) any action taken or not taken by any Guarantee Beneficiary or any other Person against the Borrower or any other Person, (iv) any new agreement between any Guarantee Beneficiary, the Borrower or any other person, or (v) any other event or circumstance whatsoever.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Guarantee Beneficiaries and acknowledges and confirms that each of the Guarantee 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 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 Lien on any asset of the Guarantor or any of its Subsidiaries (other than a Permitted Lien).

(c) **Enforceability of Guarantee**

This Guarantee constitutes a valid and legally binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its 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) **Benefit to Guarantor**

The Guarantor has determined that its liability and obligation under this Guarantee may reasonably be expected to substantially benefit the Guarantor directly, and the Guarantor's board of directors has made that determination. The Borrower and the Guarantor are mutually dependent on each other in the conduct of their respective businesses and are and do business together as an integrated business enterprise. The maintenance and improvement of the Borrower's financial condition is vital to sustaining the business of the Guarantor and the transactions supported by this

Guarantee produce distinct and identifiable financial and economic direct benefits to the Guarantor. The Guarantor has had full and complete access to the underlying papers relating to the Guaranteed Obligations and all other papers executed by any other Person in connection with the Guaranteed Obligations. The Guarantor is fully informed of all circumstances which bear upon the risks of executing this Guarantee which a diligent inquiry would reveal. The Guarantor has adequate means to obtain from the Borrower, on a continuing basis, information concerning the Borrower's financial condition, and is not depending on any Guarantee Beneficiary to provide such information, now or in the future. The Guarantor agrees that no Guarantee Beneficiary shall have any obligation to advise or notify the Guarantor or to provide the Guarantor with any data or information.

5.2 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.

5.3 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 Guarantee Beneficiaries or their counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

5.4 Covenants Contained in the Credit Agreement and Other Loan Documents

The Guarantor hereby covenants and agrees with the Guarantee Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Borrower contained in the Credit Agreement that the Borrower agrees that the Guarantor (as a Loan Party) shall observe, perform and comply with.

ARTICLE 6 WITHHOLDING TAXES

6.1 Payment Net of Withholding Taxes

Except as permitted by Section 5.5 of the Credit Agreement, the Guarantor shall make all payments required hereunder, whether by way of principal, interest or otherwise, without withholding any Taxes except as permitted by Section 5.5 of the Credit Agreement. If the Guarantor is required by Applicable Law to deduct any withholding Taxes from or in respect of any amounts payable under this Guarantee, the provisions of Section 5.5 of the Credit Agreement shall apply, *mutatis mutandis*.

ARTICLE 7 EXPENSES AND INDEMNITY

7.1 Expenses

The Guarantor shall pay to the Guarantee Beneficiaries all reasonable out-of-pocket costs and expenses incurred by the Guarantee Beneficiaries from time to time in the documentation, preparation, negotiation, printing, execution, registration, delivery, enforcement, realization and collection of or in respect of this Guarantee, including the reasonable fees of legal counsel for the Guarantee Beneficiaries on a solicitor and his own client basis. All such amounts shall be payable by the Guarantor on demand, shall bear interest at *[redacted]*% over the Prime Rate plus the Applicable Pricing Margin for Prime Loans, calculated from the date incurred by the Guarantee Beneficiaries to the date paid by the Guarantor. *[Commercially sensitive rate redacted]*

7.2 Indemnity

As a separate and distinct obligation from the guarantee under Section 3.1, the Guarantor shall indemnify the Guarantee Beneficiaries and hold them harmless against all losses, costs, expenses, liabilities, actions, suits, claims or damages of any and every kind incurred by the Guarantee Beneficiaries as a result of:

- (a) a default or failure by the Guarantor to pay any Guaranteed Obligations in accordance with this Guarantee, and
- (b) the failure by the Guarantor to comply with any of its covenants or other obligations hereunder.

Without limiting the generality of the foregoing, this indemnity shall extend to:

- (i) reasonable legal fees on a solicitor and his own client basis, including the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter, and
- (ii) any amounts payable arising out of a settlement of any action entered into between the Guarantee Beneficiaries or any of them and any other person with or without the consent of the Guarantor.

A certificate of the Guarantee Beneficiaries as to the amount of any such loss or expense shall be *prima facie* proof of the amount thereof, in the absence of manifest error. The amount required to be paid by the Guarantor hereunder shall be payable by the Guarantor on demand, shall bear interest at *[redacted]*% over the Prime Rate plus the Applicable Pricing Margin for Prime Loans, calculated from the date any indemnified outlay is made by the Guarantee Beneficiaries hereunder to the date paid by the Guarantor. *[Commercially sensitive rate redacted]*

ARTICLE 8 GENERAL

8.1 Notice

Any notice, communication or demand to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile or other electronic means of communication addressed as follows:

To the Guarantor:

- [1700, 350 – 7 Avenue SW
Calgary, Alberta
T2P 3N9

Attention: •
Fax No.: •]

To the Guarantee Beneficiaries:

The Toronto-Dominion Bank, as Agent
[redacted]

Attention: *[redacted]*
Facsimile: *[redacted]*
[Confidential contact details redacted]

or to such other address or facsimile number as any party may from time to time notify the other in accordance with this Section. Any notice, communication or demand made or given by personal delivery during usual business hours at the place of receipt on a Banking Day shall be deemed to have been given on the day of actual delivery thereof. Any notice, communication or demand made or given by personal delivery after usual business hours on a Banking Day or by facsimile or other electronic means of communication shall be deemed to have been given, at 9:00 a.m. (Calgary time) on the first Banking Day following the transmittal thereof.

8.2 Governing Law and Jurisdiction

- (a) THIS GUARANTEE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE PROVINCE OF ALBERTA AND THE LAWS OF CANADA APPLICABLE THEREIN.
- (b) The Guarantor agrees that the courts of Alberta shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the aforesaid documents and it irrevocably submits to the non-exclusive jurisdiction of such courts, without prejudice to the rights of any Guarantee Beneficiary to take proceedings in any other jurisdictions, whether concurrently or not.
- (c) The Guarantor agrees that final judgment in any such suit, action or proceeding brought in such courts shall be conclusive and binding upon it and may be enforced against it in the courts of Canada (or any other courts to the jurisdiction of which it or its property is subject) by a suit upon such judgment, provided that it does not waive any right to appeal any such judgment, to seek any stay or otherwise to seek reconsideration or review of any such judgment.

8.3 Payment on Stay

If:

- (a) the Borrower or the Guarantor is prevented from making payment of any of the Guaranteed Obligations when it would otherwise be required to do so; or
- (b) the Guarantee Beneficiaries are prevented from demanding payment of the Guaranteed Obligations;

in each case because of a stay or other judicial proceeding or any other legal impediment, all Guaranteed Obligations or other amounts otherwise subject to demand, acceleration or payment shall nevertheless be payable by the Guarantor as provided for hereunder.

8.4 Judgment Currency

If, for the purposes of obtaining or enforcing judgment against the Guarantor in any court, or for any other related purpose hereunder, it is necessary to convert an amount due under this Guarantee in the currency in which it is due (the "**Original Currency**") into another currency (the "**Second Currency**"), the rate of exchange applicable shall be the daily noon day rate quoted by the Bank of Canada on the relevant date to purchase the Original Currency with the Second Currency and includes any premium and costs of exchange payable in connection with such purchase. The Guarantor agrees that its obligation in respect of any Original Currency due from it shall, notwithstanding any judgment or payment in the Second Currency, be discharged only to the extent that on the Banking Day following the receipt of any sum so paid or adjudged to be due hereunder in the Second Currency the payee may purchase in the market the Original Currency with the amount of the Second Currency so paid or so adjudicated to be due; and if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, the Guarantor agrees that the deficiency shall be a separate obligation of it, independent from its obligations under this Guarantee, and shall constitute in favour of the Guarantee Beneficiaries a cause of action which

shall continue in full force and effect notwithstanding any such judgment or order to the contrary, and the Guarantor agrees, notwithstanding any such payment or judgment, to indemnify the Guarantee Beneficiaries against any such loss or deficiency.

8.5 Prohibited Rate

In no event shall any interest or fee to be paid hereunder exceed the maximum rate permitted by Applicable Law. In the event any such interest rate or fee exceeds such maximum rate, such rate shall be adjusted downward to the highest rate (expressed as a percentage *per annum*) or fee that the parties could validly have agreed to by contract on the date hereof under Applicable Law. It is further agreed that any excess actually received by a Guarantee Beneficiary shall be credited against the Guaranteed Obligations.

8.6 Assignment

- (a) The Guarantee Beneficiaries may assign, or grant participation in, this Guarantee (in whole or in part) to any person to whom they are entitled to assign any Guaranteed Obligations under the Credit Agreement, any other Loan Document, any Cash Management Document or any Lender Hedge Agreement (as applicable).
- (b) Except as permitted by the Credit Agreement, the Guarantor shall not assign its rights or obligations hereunder without the prior written consent of the Guarantee Beneficiaries.
- (c) Subject to paragraphs (a) and (b) above, this Guarantee shall enure to the benefit of and be binding upon the Guarantor, the Guarantee Beneficiaries, and their respective successors and assigns.

8.7 Severability

Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.8 Whole Agreement

This Guarantee and the other Loan Documents, the Cash Management Documents and the Lender Hedge Agreements constitute the whole and entire agreement between the parties hereto in respect of the subject matter thereof and cancel and supersede any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof.

8.9 Amendments, Waivers and Consents

This Guarantee may only be amended by an agreement in writing between the Guarantor and the Agent, and provisions hereof may be waived or matters consented to by the Agent on behalf of the Guarantee Beneficiaries only if the Agent so agrees in writing. Any waiver or consent by the Guarantee Beneficiaries under any provision of this Guarantee may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

8.10 Further Assurances

- (a) Each party shall promptly cure any defect by it in the execution and delivery of this Guarantee.
- (b) The Guarantor, at its expense, shall promptly execute and deliver to the Guarantee Beneficiaries, upon the reasonable request by the Agent in writing, all such other and further documents,

agreements, legal opinions, certificates and instruments in order to give effect to the covenants and agreements of the Guarantor in this Guarantee, and shall make any recording, file any notice or obtain any consent in connection therewith, all as may be reasonably necessary or appropriate.

8.11 Time of the Essence

Time shall be of the essence of this Guarantee.

8.12 Counterparts

This Guarantee may be executed in any number of counterparts, and by facsimile, 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. It shall not be necessary in making proof of this Guarantee to produce or account for more than one full set counterparts.

8.13 Separate Action

In case of default hereunder, the Guarantee Beneficiaries may maintain an action or separate successive actions upon this Guarantee against the Guarantor whether or not the Borrower is joined therein or a separate action is brought against the Borrower or any other guarantor or any judgment obtained against any of them. The Guarantee Beneficiaries' rights shall not be exhausted by the exercise of any of the Guarantee Beneficiaries' rights hereunder or otherwise against the Guarantor or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid and performed, and each of the Guarantor's obligations hereunder has been fully performed.

8.14 Waiver and Acknowledgement

- (a) The Guarantor hereby expressly waives:
 - (i) notice of acceptance of this Guarantee;
 - (ii) notice of the existence or creation of all or any of the Guaranteed Obligations;
 - (iii) notice of any change in, including an increase in the amount of, the Guaranteed Obligations;
 - (iv) any right to require marshalling all assets and liabilities;
 - (v) presentment, notice of dishonour, protest, and all other notices whatsoever; and
 - (vi) all diligence in collection or protection of or realization upon the Guaranteed Obligations or any thereof, any obligation hereunder.
- (b) The Guarantor acknowledges the terms of the Credit Agreement and consents to and approves the same.
- (c) The Guarantor hereby acknowledges receipt of a true copy of this Guarantee.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee.

•

By: _____

Name: •

Title: •

**Schedule H
to the Credit Agreement**

FORM OF SUSTAINABILITY PRICING CERTIFICATE

TO: THE TORONTO-DOMINION BANK, as Agent

Re: Amended and Restated Credit Agreement dated June 6, 2024 among PrairieSky Royalty Ltd., as borrower (the "**Borrower**"), The Toronto-Dominion Bank, as agent (the "**Agent**"), and the persons party thereto as lenders (collectively, the "**Lenders**") (such Amended and Restated Credit Agreement, as it may be amended, supplemented, modified or restated from time to time, referred to as the "**Credit Agreement**"). Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

13. This Sustainability Pricing Certificate is given pursuant to Section 7.1(l) of the Credit Agreement.

14. Attached hereto is a true, correct and complete copy of the most recent ESG Rating Report.

15. The undersigned hereby certifies that the SMS set forth in such ESG Rating Report is [●] which is SMS Category [●].

16. Effective as of [●] and for the duration of the next Sustainability Adjustment Period, the Applicable Sustainability Adjustment shall be **[(a) an [increase] [decrease] of [●]% for Loans and (b) an [increase] [decrease] of [●]% for the standby fee] OR [unchanged from the existing Applicable Sustainability Adjustment currently in effect].**

DATED this _____ day of _____, 20__.

PRAIRIESKY ROYALTY LTD.

By: _____

Name:

Title: