

**PETRUS RESOURCES LTD.,
as Borrower**

- and -

**MACQUARIE BANK LIMITED,
as Agent and Lender**

- and -

**THOSE OTHER FINANCIAL INSTITUTIONS WHICH
HEREAFTER BECOME LENDERS
UNDER THIS AGREEMENT**

CREDIT AGREEMENT

October 8, 2014

TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION.....	1
1.1 Definitions.....	1
1.2 Headings.	1
1.3 Subdivisions.....	2
1.4 Number.	2
1.5 Statutes, Regulations and Rules.....	2
1.6 Permitted Encumbrances.	2
1.7 Monetary References.	2
1.8 Time.	2
1.9 Governing Law.	2
1.10 Enurement.	2
1.11 Amendments.	3
1.12 No Waiver.....	3
1.13 Severability.	3
1.14 Inconsistency.....	3
1.15 Accounting Terms and Principles.....	3
1.16 Accounting Changes.	4
1.17 Schedules.	5
ARTICLE 2 DELIVERIES ON CLOSING DATE.....	5
2.1 Conditions Precedent to Effectiveness.....	5
ARTICLE 3 TERM FACILITY.....	7
3.1 Term Facility.....	7
3.2 Maturity Date.	7
3.3 Repayment.	7
3.4 Prepayment.	7
3.5 Use of Proceeds.....	8
3.6 Interest, Fees and Expenses.	8
3.7 Swap Facilities.....	8
ARTICLE 4 SECURITY.....	8
4.1 Security.	8

TABLE OF CONTENTS
(continued)

	Page
4.2 Sharing of Security.	9
4.3 Exclusivity of Remedies.	10
4.4 Form of Security.	10
4.5 After-Acquired Property.	10
4.6 Undertaking to Grant Fixed Charge Security.	10
4.7 Discharge of Security.....	11
ARTICLE 5 FUNDING.....	11
5.1 Funding.	11
ARTICLE 6 CALCULATION OF INTEREST AND FEES.....	12
6.1 Records.	12
6.2 Payment of Interest and Fees.	12
6.3 Debit Authorization.	12
6.4 Maximum Rate of Return.	12
6.5 Waiver of <i>Judgment Interest Act</i> (Alberta).....	13
6.6 Deemed Reinvestment Not Applicable.....	13
ARTICLE 7 GENERAL PROVISIONS RELATING TO CDOR PERIODS.....	13
7.1 Inability to Determine CDOR Rate.....	13
ARTICLE 8 INCREASED COSTS.....	14
8.1 Changes in Law.....	14
8.2 Changes in Circumstances.	15
8.3 Application of Sections 8.1 and 8.2.....	15
8.4 Limitations on Additional Compensation.	15
8.5 Taxes.	16
ARTICLE 9 REPRESENTATIONS AND WARRANTIES OF THE BORROWER	16
9.1 Representations and Warranties.....	16
9.2 Acknowledgement.	20
9.3 Survival and Inclusion.	20
ARTICLE 10 COVENANTS OF THE BORROWER.....	21
10.1 Affirmative Covenants.....	21
10.2 Reporting Covenants.....	24

TABLE OF CONTENTS

(continued)

	Page
10.3 Financial Covenants.....	25
10.4 Negative Covenants.....	26
10.5 Most Favoured Lender.....	28
ARTICLE 11 EVENTS OF DEFAULT.....	29
11.1 Event of Default.....	29
11.2 Remedies.....	31
11.3 Attorney in Fact.....	32
11.4 Application of Proceeds.....	32
11.5 Set Off.....	33
ARTICLE 12 CONFIDENTIALITY.....	33
12.1 Non-Disclosure.....	33
12.2 Exceptions.....	33
12.3 Permitted Disclosures by the Agent or the Lenders.....	34
ARTICLE 13 ASSIGNMENT.....	34
13.1 Assignment of Interests.....	34
13.2 Assignment by the Lenders.....	34
13.3 Effect of Assignment.....	35
13.4 Participations.....	35
ARTICLE 14 ADMINISTRATION OF THE CREDIT FACILITY.....	36
14.1 Authorization and Action.....	36
14.2 Remittance of Payments.....	37
14.3 Redistribution of Payment.....	37
14.4 Duties and Obligations.....	38
14.5 Prompt Notice to the Lenders.....	39
14.6 Agent and Agent Authority.....	39
14.7 Lenders' Credit Decisions.....	39
14.8 Indemnification.....	39
14.9 Successor Agent.....	40
14.10 Taking and Enforcement of Remedies.....	40
14.11 Reliance Upon Agent.....	41

TABLE OF CONTENTS
(continued)

	Page
14.12 Agent May Perform Covenants.	41
14.13 No Liability of Agent.....	41
14.14 Nature of Obligations under this Agreement.	41
14.15 Lender Consent.	41
14.16 Departing Lenders.....	42
ARTICLE 15 MISCELLANEOUS	43
15.1 Notices.	43
15.2 Telephone Instructions.....	45
15.3 No Partnership, Joint Venture or Agency.	45
15.4 Judgment Currency.	45
15.5 Environmental Indemnity.	46
15.6 General Indemnity.	47
15.7 Further Assurances.....	47
15.8 Waiver of Law.	48
15.9 Attornment and Waiver of Jury Trial.....	48
15.10 Interest on Payments in Arrears.....	48
15.11 Anti-Money Laundering Legislation.	49
15.12 Payments Due on Banking Day.	50
15.13 Whole Agreement.	50
15.14 Counterparts.....	50

CREDIT AGREEMENT

THIS AGREEMENT is made the 8th day of October, 2014,

BETWEEN:

**PETRUS RESOURCES LTD.,
as Borrower**

- and -

**MACQUARIE BANK LIMITED,
as Agent and Lender**

- and -

**THOSE OTHER FINANCIAL INSTITUTIONS WHICH
HEREAFTER BECOME LENDERS
UNDER THIS AGREEMENT**

PREAMBLE:

The Borrower has requested and the Lenders have agreed to provide the Term Facility to the Borrower on the terms and conditions herein set forth. Macquarie Bank Limited has agreed to act as Agent for the Lenders under the Term Facility, all on the terms and conditions and for the purposes set out in this Agreement.

AGREEMENT:

In consideration of the covenants and agreements between the Parties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Capitalized words and phrases used in the Documents, the Schedules hereto and in all notices and communications expressed to be made pursuant to this Agreement will have the meanings set out in Schedule A, unless otherwise defined in any of the Documents.

1.2 Headings.

Headings, subheadings and the table of contents contained in the Documents are inserted for convenience of reference only, and will not affect the construction or interpretation of the Documents.

1.3 Subdivisions.

Unless otherwise stated, reference herein to a Schedule or to an Article, Section, paragraph or other subdivision is a reference to such Schedule to this Agreement or such Article, Section, paragraph or other subdivision of this Agreement. Unless specified otherwise, reference in Schedule A to a Schedule or to an Article, Section, paragraph or other subdivision is a reference to such Schedule or Article, Section, paragraph or other subdivision of this Agreement.

1.4 Number.

Wherever the context in the Documents so requires, a term used herein importing the singular will also include the plural and vice versa.

1.5 Statutes, Regulations and Rules.

Any reference in the Documents to all or any section or paragraph or any other subdivision of any Law will, unless otherwise expressly stated, be a reference to that Law or the relevant section or paragraph or other subdivision thereof, as such Law may be amended, substituted, replaced or re-enacted from time to time.

1.6 Permitted Encumbrances.

Any reference in any of the Documents to a Permitted Encumbrance is not intended to and will not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any obligation of any Loan Party to the Lenders under any of the Documents to any Permitted Encumbrance.

1.7 Monetary References.

Whenever an amount of money is referred to in the Documents, such amount will, unless otherwise expressly stated, be in Canadian Dollars.

1.8 Time.

Time will be of the essence of the Documents.

1.9 Governing Law.

This Agreement will be governed by and construed in accordance with the Law in force in the Province of Alberta from time to time.

1.10 Enurement.

The Documents will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns.

1.11 Amendments.

No Document may be amended orally and, subject to Sections 1.12(a), 14.15 and 15.1(e), any amendment may only be made by way of an instrument in writing signed by the Parties.

1.12 No Waiver.

- (a) Subject to Sections 1.12(c) and 14.15(a), no waiver by a Party of any provision or of the breach of any provision of the Documents will be effective unless it is contained in a written instrument duly executed by an authorized officer or representative of such Party. Such written waiver will affect only the matter specifically identified in the instrument granting the waiver and will not extend to any other matter, provision or breach.
- (b) The failure of a Party to take any steps in exercising any right in respect of the breach or non-fulfillment of any provision of the Documents will not operate as a waiver of that right, breach or provision, nor will any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in Law or otherwise.
- (c) Acceptance of payment by a Party after a breach or non-fulfillment of any provision of the Documents requiring a payment to such Party will constitute a waiver of such provision if cured by such payment, but will not constitute a waiver or cure of any other provision of the Documents.

1.13 Severability.

If the whole or any portion of this Agreement or the application thereof to any circumstance will be held invalid or unenforceable to an extent that does not affect the operation of this Agreement in question in a fundamental way, the remainder of this Agreement in question, or its application to any circumstance other than that to which it has been held invalid or unenforceable, will not be affected thereby and will be valid and enforceable to the fullest extent permitted by applicable Law.

1.14 Inconsistency.

To the extent that there is any inconsistency or ambiguity between the provisions of this Agreement and any other Document, the provisions of this Agreement will govern to the extent necessary to eliminate such inconsistency or ambiguity.

1.15 Accounting Terms and Principles.

Except as otherwise expressly provided, all accounting terms, principles and calculations applicable to the Term Facility will be interpreted, applied and calculated, as the case may be, in accordance with GAAP. The basis of accounting and all calculations set out in this Agreement will be applied and made on a consistent basis and will not be changed for the purposes of this Agreement unless required by GAAP or as agreed to by the Lenders in writing,

such agreement not to be unreasonably withheld. It will be reasonable for the Lenders to withhold their consent if a proposed change could adversely affect the obligations of the Borrower or rights of the Lenders under the Documents.

1.16 Accounting Changes.

- (a) In the event that any Accounting Change occurs, the Borrower will deliver an Accounting Change Notice to the Agent together with a description of the nature of such Accounting Change and the effect, if any, of the Accounting Change on the Borrower's current and immediately prior year's financial statements. If the Borrower, the Agent or the Majority Lenders determine that any such change would cause an amount required to be determined for the purposes of any financial calculation hereunder (including for the purposes of determining the applicable margin in Section 3.6(a)) (each, a "**Financial Calculation**") to be materially different than the amount that would be determined without giving effect to such change, then the Borrower, the Agent or the Majority Lenders, as the case may be, shall notify the other Parties (through the Agent) of such Accounting Change. Such notice shall state whether the Borrower, the Agent or the Majority Lenders, as applicable, wishes to revise the method of calculating one or more of the Financial Calculations (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 by the Borrower to the Agent within 60 days after 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 120 days after the end of such period. Following receipt of an Accounting Change Notice, either the Borrower or the Majority Lenders may provide a proposal to the other as to how to amend the provisions of this Agreement to give effect to the foregoing.
- (b) If, pursuant to the Accounting Change Notice, the Borrower, does not indicate that it desires to revise the method of calculating one or more of the Financial Calculations, the Majority Lenders or the Agent, as applicable, may within 30 days after receipt of the Accounting Change Notice, notify the Borrower that they wish to revise the method of calculating one or more of the Financial Calculations in the manner described above.
- (c) If the Agent, the Borrower or the Majority Lenders so indicate that they wish to revise the method of calculating one or more of the Financial Calculations, the Borrower and the Lenders shall in good faith attempt to agree on a revised method of calculating such Financial Calculation, provided that until such time as any such agreement in writing has been reached, 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 Calculations in respect of an Accounting Change is given by either the Borrower, the Agent or the Majority Lenders within the applicable time period described above, then the method of calculating the Financial Calculations shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Calculations shall be determined after giving effect to such Accounting Change.

- (d) 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 any of the Financial Calculations, 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 Calculations are to be determined without giving effect to such Accounting Change, the Borrower shall, as soon as reasonably possible, deliver a revised Compliance Certificate. Any Event of Default which arises as a result of the Accounting Change and which is cured by this Section 1.16 shall be deemed to have never occurred.

1.17 Schedules.

The following are the Schedules which form part of this Agreement:

Schedule A:	Definitions
Schedule B:	Commitments
Schedule C:	Form of Environmental Certificate
Schedule D:	Form of Compliance Certificate
Schedule E:	Form of Assignment Agreement
Schedule F:	Form of Debenture
Schedule G:	Form of Notice of Repayment
Schedule H:	Form of Notice of Borrowing
Schedule I:	Corporate Information
Schedule J:	Form of Oil and Gas Ownership Certificate
Exhibit A:	Hedging Volumes

ARTICLE 2 DELIVERIES ON CLOSING DATE

2.1 Conditions Precedent to Effectiveness.

This Agreement will become effective upon the following conditions being satisfied (unless waived in writing by all of the Lenders):

- (a) receipt, where applicable, by the Agent, for and on behalf of the Lenders, of the following documents, each fully executed (as applicable) and in full force and effect, and in form and substance satisfactory to the Lenders, acting reasonably:

- (i) this Agreement;
 - (ii) the Borrower's Closing Certificate, including all attachments thereto;
 - (iii) a certificate of status in respect of the Borrower, Arriva and Ravenwood under the Laws of the Province of Alberta, each such certificate to be dated on or about the Closing Date;
 - (iv) the Security from the Borrower and evidence of the registration, filing and recording of the Security from the Borrower in all applicable offices or places of registration, including the Province of Alberta;
 - (v) the Oil and Gas Ownership Certificate;
 - (vi) the Environmental Certificate;
 - (vii) the Notice of Borrowing;
 - (viii) the Closing Opinion;
 - (ix) any information, including supporting documentation and other evidence, requested by any Lender or the Agent pursuant to Section 15.11;
 - (x) the payment of all fees and expenses which are payable by the Borrower to the Agent and the Lenders, as the case may be, in connection with the Term Facility on or prior to the Closing Date;
 - (xi) the Intercreditor Agreement;
 - (xii) satisfactory evidence that all conditions precedent to the Ravenwood Acquisition have been satisfied or waived, other than the payment of the purchase price by or on behalf of the Borrower;
- (b) the properties of the Borrower shall be free and clear of all Liens other than Permitted Encumbrances;
 - (c) the Borrower has completed title diligence and environmental diligence in respect of Ravenwood's assets customary for a transaction of the nature of the Ravenwood Acquisition and there are, to its knowledge, no material deficiencies or liabilities in that regard;
 - (d) all necessary corporate, governmental and third party approvals or waivers required for the Ravenwood Acquisition have been obtained;
 - (e) no Default or Event of Default or Material Adverse Effect shall exist and the Borrower shall have certified the same in its Closing Certificate;
 - (f) each of the representations and warranties set out in Section 9.1 shall be true and correct and the Borrower shall have certified the same in its Closing Certificate;

- (g) not less than 90% of the holders of all the issued and outstanding common shares (after giving effect to any outstanding options) of Ravenwood shall have accepted the Offer (as defined in the Ravenwood Pre-Acquisition Agreement); and
- (h) the Lenders' satisfaction with the results of their business, financial, legal, title, engineering, environmental and other applicable due diligence in respect of the Loan Parties.

ARTICLE 3 TERM FACILITY

3.1 Term Facility.

Subject to the terms and conditions hereof and effective on the Closing Date, the Lenders hereby establish the Term Facility in favour of the Borrower. The Term Facility shall be completely drawn by the Borrower in Canadian Dollars on the Closing Date. The Term Facility is non-revolving and amounts drawn under it may not be re-borrowed.

3.2 Maturity Date.

The Aggregate Principal Amount and all other outstanding Obligations shall be due and payable on October 8, 2016 (the "**Maturity Date**").

3.3 Repayment.

- (a) Time of Repayment. Subject to Section 3.6 and provided that no Default or Event of Default has occurred and is continuing, the Aggregate Principal Amount and all other Obligations of the Borrower under the Term Facility shall be paid by the Borrower on or before 1:00 p.m. (Calgary time) on the Maturity Date.
- (b) Payments to Agent. All payments of the Aggregate Principal Amount and all other Obligations of the Borrower will be made by the Borrower to the Agent, for the account of the applicable Lenders, and, except to the extent otherwise provided herein, in accordance with each such Lender's Rateable Portion. All payments of the Aggregate Principal Amount and all other Obligations of the Borrower received by the Agent after 1:00 p.m. (Calgary time) shall be deemed, for all purposes, to have been received by the Agent on the next Banking Day.

3.4 Prepayment.

Upon the Borrower giving the Agent not less than 2 Banking Days prior written notice, the Borrower may prepay any or all of the Aggregate Principal Amount under the Term Facility, provided that any such prepayment must be in an amount of not less than \$5,000,000 and in multiples of \$1,000,000 thereafter, and if such prepayment is made within the first 12 months after the Closing Date, the Borrower shall pay to the Agent, for the benefit of the Lenders and in addition to any other fee or charge payable hereunder, a prepayment fee equal to 1% of the amount being prepaid, which fee shall be fully earned and payable on such prepayment date.

3.5 Use of Proceeds.

The Borrower will be entitled to use the proceeds of the Term Facility for general corporate purposes, including, but not limited to:

- (a) the acquisition of oil and gas properties, including the Ravenwood Acquisition; and
- (b) for capital expenditures related to the exploration, development and production of oil and gas properties of any Loan Party.

3.6 Interest, Fees and Expenses.

- (a) Interest. Commencing October 7, 2014, the Term Loan shall bear interest at a variable rate of interest equal to CDOR plus 700 Basis Points, adjusted on the last day of every CDOR Period, which shall be payable by the Borrower monthly on the first Banking Day of each month in arrears in accordance with Section 6.2.
- (b) Event of Default. Effective upon the occurrence and during the continuance of an Event of Default (the "**Effective Date**"), the interest rate then applicable to the Term Loan will increase by 200 Basis Points per annum and such increase will remain in effect for as long as an Event of Default subsists.
- (c) Facility Fee. The Borrower will pay to the Agent, for and on behalf of the Lenders, a facility fee of \$675,000 (the "**Facility Fee**"), which shall be fully earned and payable by the Borrower to the Agent on the Closing Date.
- (d) Expenses. The Borrower will pay or reimburse the Agent and the Lenders, as applicable, for the reasonable out of pocket expenses, including reasonable legal fees and disbursements (on a solicitor and his own client full indemnity basis) and enforcement costs, incurred by the Agent and the Lenders, as applicable, in connection with the due diligence for and negotiation, preparation, execution and maintenance of the Documents and the enforcement of their rights and remedies under the Documents.

3.7 Swap Facilities.

Subject to Sections 10.4(b), 10.4(c), 10.4(d) and 10.4(e), each Lender may enter into Swap Documents with any Loan Party; provided that all Swap Indebtedness ranks at all times *pari passu* with the Obligations under the Term Facility and the Documents.

ARTICLE 4 SECURITY

4.1 Security.

The present and future Obligations of the Loan Parties to the Agent and the Lenders under the Documents and to the Swap Lenders under the Hedging Agreements to which

a Swap Lender is a party (collectively, the "**Swap Documents**") and all other Obligations of the Loan Parties to the Agent and the Lenders and Swap Indebtedness to the Swap Lenders howsoever arising or incurred hereunder and under the Documents and the Swap Documents, as applicable, will be secured by the following (in each case in form and substance satisfactory to the Agent) (collectively, the "**Security**"):

- (a) a demand debenture initially in the amount of Cdn.\$250,000,000 (as such may be increased from time to time) from each Loan Party substantially in the form of Schedule F to be registered in all appropriate jurisdictions, as each such debenture may be amended, restated, supplemented or otherwise modified from time to time;
- (b) a guarantee made by each Material Subsidiary in favour of the Agent for its own benefit and for the benefit of the Lenders and the Swap Lenders with respect to the Borrower's Obligations under this Agreement and the other Documents to which it is a party;
- (c) prior to any Material Subsidiary becoming party to a Swap Document, a guarantee from the Borrower in favour of the Agent for its own benefit and on behalf of the Swap Lenders with respect to the Material Subsidiaries' obligations under the Swap Documents to which any of them is a party;
- (d) when requested by the Agent, such documents and instruments providing a fixed Lien in accordance with Section 4.6; such
- (e) such other security as may be reasonably required by the Agent and the Lenders from time to time, including the same form of security that is or may be granted to the First Lien Agent on behalf of the First Lien Lenders as security for the First Lien Indebtedness.

4.2 Sharing of Security.

- (a) The Borrower and the Lenders agree and acknowledge that the Security is being shared equally among the Lenders and the Swap Lenders to secure Obligations of the Loan Parties under the Documents and any Swap Indebtedness on a *pari passu* basis; and that the Agent will hold the Security for the benefit of the Lenders hereunder and the Swap Lenders with respect to all the Swap Indebtedness. For purposes of the above sentence, "*pari passu* basis" means:
 - (i) with respect to the Lenders under the Term Facility, the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount and all other Obligations under the Term Facility relative to the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount and all other Obligations under the Term Facility and the Swap Indebtedness; and
 - (ii) with respect to the Swap Lenders, the Canadian Dollar Exchange Equivalent of Swap Indebtedness relative to the Canadian Dollar

Exchange Equivalent of the Obligations under the Term Facility and the Swap Indebtedness.

- (b) If requested by the Lenders or any Swap Lender, the Lenders and the Swap Lenders will enter into such further agreements and assurances as may be reasonably requested to further evidence the provisions of this Section 4.2.

4.3 Exclusivity of Remedies.

Nothing herein contained or in the Security now held or hereafter acquired by the Agent and the Lenders, nor any act or omission of the Agent and the Lenders with respect to any such Security, will in any way prejudice or affect the rights, remedies or powers of the Agent and the Lenders with respect to any other security at any time held by the Agent and the Lenders.

4.4 Form of Security.

The Security will be in such form or forms as will be required by the Agent, acting reasonably, and will be registered in such offices in Canada or any province thereof as the Agent may from time to time require to protect the Liens created thereby, provided that the Agent will not register, except pursuant to Section 4.6, against title to the P&NG Rights. Should the Agent determine at any time and from time to time that the form and nature of the then existing Security is deficient in any way or does not fully provide the Agent, the Lenders or the Swap Lenders with the Liens and priority to which each is entitled hereunder, the Borrower will, and will cause each Material Subsidiary to, forthwith execute and deliver or cause to be executed and delivered to the Agent, at the Borrower's expense, such amendments to the Security or provide such new security as the Agent may reasonably request.

4.5 After-Acquired Property.

All property acquired by or on behalf of any Loan Party who has provided a debenture to the Agent pursuant to Section 4.1 or otherwise after the date of execution of the Security which forms part of the property of any Loan Party (hereafter collectively referred to as "**After-Acquired Property**"), will be subject to the Security without any further conveyance, mortgage, pledge, charge, assignment or other act on the part of the Parties. Without limiting the effect of the preceding sentence, the Borrower will, or will cause each Material Subsidiary to, from time to time execute and deliver and the Agent will register, all at the Borrower's expense, such instruments supplemental to the Security, in form and substance satisfactory to the Agent, acting reasonably, as may be necessary or desirable to ensure that the Security as amended and supplemented constitutes in favour of the Agent, the Lenders and the Swap Lenders an effective Lien to the extent created by the Security over such After-Acquired Property as required hereunder, subject only to Permitted Encumbrances which under applicable Law rank in priority thereto.

4.6 Undertaking to Grant Fixed Charge Security.

If the Lenders, acting reasonably, determine in their sole discretion that there has been a Material Adverse Effect and the Lenders consider it necessary for their adequate protection, each Loan Party, at the request of the Agent, will forthwith grant or cause to be

granted to the Agent for the benefit of the Agent, the Lenders and the Swap Lenders, a fixed Lien (subject only to Permitted Encumbrances which under applicable Law rank in priority thereto) in such of the Loan Parties' property as the Agent, in its sole discretion, determines as security for all of the Loan Parties' then present and future Obligations of the Borrower to the Agent and the Lenders under the Term Facility and to the Swap Lenders in connection with any Swap Indebtedness. In connection with the foregoing, each applicable Loan Party will:

- (a) provide the Agent with such information as is reasonably required by the Agent to identify the property to be charged pursuant to this Section 4.6;
- (b) do all such things as are reasonably required to grant, or cause such Material Subsidiary to grant, in favour of the Agent, the Lenders and the Swap Lenders, a fixed Lien (subject only to Permitted Encumbrances which under applicable Law rank in priority thereto) in respect of such property to be so charged pursuant to this Section 4.6;
- (c) provide the Agent with all corporate, shareholder or partnership resolutions and other action, as reasonably required, for the Loan Parties to grant the fixed Lien (subject only to Permitted Encumbrances which under applicable Law rank in priority thereto) in the property identified by the Agent to be so charged;
- (d) provide the Agent with such security instruments and other documents which the Agent, acting reasonably, deems are necessary to give full force and effect to the provisions of this Section 4.6;
- (e) assist the Agent in the registration or recording of such agreements and instruments in such public registry offices in Canada or any province thereof as the Agent, acting reasonably, deems necessary to give full force and effect to the provisions of this Section 4.6; and
- (f) pay all reasonable costs and expenses incurred by the Agent in connection with the preparation, execution and registration of all agreements, documents and instruments, including any amendments to the Security, made in connection with this Section 4.6.

4.7 Discharge of Security.

The Agent and the Lenders will discharge the Security at the Borrower's expense forthwith after all of the Obligations under the Term Facility and the Documents and the Swap Indebtedness has been unconditionally and irrevocably paid or satisfied in full.

ARTICLE 5 FUNDING

5.1 Funding.

The Term Loan will be made available by deposit of the applicable funds into the Borrower's Account for value on the Closing Date.

ARTICLE 6 CALCULATION OF INTEREST AND FEES

6.1 Records.

The Agent will maintain records, in written or electronic form, evidencing all Obligations owing by the Borrower to the Agent and each Lender under this Agreement. The Agent will enter in such records details of all amounts from time to time owing, paid or prepaid by the Borrower to it hereunder. In addition, each Lender will maintain records, in written or electronic form, evidencing all Obligations owing by the Borrower to such Lender. The information entered in such records will constitute *prima facie* evidence of the Obligations of the Borrower to the Agent and each Lender under the Documents. In the event of a conflict between the records of the Agent and a Lender maintained pursuant to this Section 6.1, the records of the Agent shall prevail, absent manifest error.

6.2 Payment of Interest and Fees.

- (a) Interest. Except as expressly stated otherwise herein, the outstanding Term Loan will bear interest, as well after as before maturity, default and judgment, with interest on overdue interest, at the applicable rates as prescribed under Section 3.6 or Section 15.10. Interest payable at a variable rate will be adjusted automatically without notice to the Borrower whenever there is a variation in such rate.
- (b) Calculation of Interest and Fees. Interest on the Term Loan will accrue and be calculated but not compounded daily and be payable monthly in arrears on the first Banking Day of each month for the immediately preceding month, or, after notice to the Borrower, on such other Banking Day as is customary for the Agent having regard to its then existing practice.
- (c) Interest Act (Canada). For the purposes of the *Interest Act (Canada)* and any other applicable Laws which may hereafter regulate the calculation or computation of interest on borrowed funds, the annual rates of interest and fees applicable to the Term Loan are the rates as determined hereunder multiplied by the actual number of days in a period of one year commencing on the first day of the period for which such interest is payable and divided by 365 or 366, as applicable.

6.3 Debit Authorization.

The Borrower authorizes and directs the Agent, in its discretion, to automatically debit, by mechanical, electronic or manual means, the bank accounts of the Borrower maintained by it for amounts that are due and payable under this Agreement.

6.4 Maximum Rate of Return.

Notwithstanding any provision herein to the contrary, in no event will the aggregate "interest" (as defined in section 347 of the *Criminal Code (Canada)*) payable under this Agreement exceed the maximum effective annual rate of interest on the "credit advanced"

(as defined in that section 347) permitted under that section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in that section 347) is determined to be contrary to the provisions of that section 347, such payment, collection or demand will be deemed to have been made by mutual mistake of the Borrower and the applicable Lenders and the amount of such payment or collection will be refunded to the Borrower. For purposes of this Agreement, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the term of the Term Loan on the basis of annual compounding of the lawfully permitted rate of interest and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Agent will be *prima facie* evidence, for the purposes of such determination.

6.5 Waiver of *Judgment Interest Act* (Alberta).

To the extent permitted by applicable Law, the provisions of the *Judgment Interest Act* (Alberta) will not apply to the Documents and are hereby expressly waived by the Borrower.

6.6 Deemed Reinvestment Not Applicable.

For the purposes of the *Interest Act* (Canada), the principle of deemed reinvestment of interest will not apply to any interest calculation under the Documents, and the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

ARTICLE 7 GENERAL PROVISIONS RELATING TO CDOR PERIODS

7.1 Inability to Determine CDOR Rate.

If, at any time subsequent to the Closing Date, the Agent (acting reasonably) determines that,

- (a) the CDOR Rate does not appear on the Reuter's Canadian Dealer Offered Rate screen on any applicable date as contemplated;
- (b) adequate and reasonable means do not exist for determining the applicable CDOR Rate;
- (c) there is no active Canadian market for bankers' acceptances; or
- (d) the applicable CDOR Rate does not adequately and fairly reflect the cost to the Lenders of funding or maintaining the Term Loan,

then the Agent shall give notice thereof to the Lenders and the Borrower as soon as possible after such determination. Thereafter, the obligation of the Lenders to maintain the Term Loan bearing interest at the applicable rates prescribed under Section 3.6 or Section 15.10 shall be suspended until the Lenders revoke such notice, and the Term Loan shall instead accrue

interest at the Canadian Prime Rate plus [REDACTED] Basis Points and shall be payable in accordance with Section 3.6 and Article 6.

ARTICLE 8 INCREASED COSTS

8.1 Changes in Law.

- (a) If, after the date hereof, due to either:
 - (i) the introduction of, or any change in, or in the interpretation of any Law, whether having the force of law or not, resulting in the imposition or increase of reserves, deposits or similar requirements by any central bank or Administrative Body charged with the administration thereof;
 - (ii) imposition on any Lender to maintain any capital adequacy or additional capital requirements in respect of the Term Facility or commitments hereunder, or any other condition with respect to this Agreement; or
 - (iii) the compliance with any guideline or request from any central bank or other Administrative Body which a Lender, acting reasonably, determines that it is required to comply with,

there will be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining the Term Facility, or there will be any reduction in the effective return to such Lender thereunder, then, subject to Section 8.1(b), the Borrower will, within 5 Banking Days after being notified by such Lender of such event, pay to such Lender, quarterly in arrears, that amount (the "**Additional Compensation**") which such Lender, acting reasonably, determines will compensate it, after taking into account all applicable Taxes, and all interest and other amounts received, for any such increased costs or reduced returns incurred or suffered by such Lender.

- (b) If Additional Compensation is payable pursuant to Section 8.1(a), the Borrower will have the option to prepay any Aggregate Principal Amount owed to the Lender entitled to receive the Additional Compensation, subject always to Section 3.4 without obligation to make a corresponding prepayment to any other Lender.
- (c) Notwithstanding anything contained in this Section 8.1, the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all requests, rules, regulations, guidelines and directives thereunder or issued in connection therewith and all requests, rules, regulations, guidelines and directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority or any United States, Canadian or foreign regulatory authority) (collectively, the "**New Rules**") shall, in each case, be deemed a "change in Law" under Section 8.1(a)(i) regardless of the date enacted, adopted or issued but only to the extent (i) applicable to a Lender claiming Additional Compensation, (ii) materially different from that in effect on

the date hereof, and (iii) such New Rules have general application to substantially all banks and their affiliates within the jurisdiction in which such Lender operates.

8.2 Changes in Circumstances.

Notwithstanding anything to the contrary herein or in any of the other Documents contained, if on any date a Lender determines in good faith, which determination will be conclusive and binding on the Parties, and provided notice is given to the Agent and the other Lenders and to the Borrower that its ability to maintain, or continue to offer the Term Facility has become unlawful or impossible due to:

- (a) any change in applicable Law, or in the interpretation or administration thereof by authorities having jurisdiction in the matter; or
- (b) any material adverse change in, or the termination of, the Canadian market for bankers' acceptances; or
- (c) the imposition of any condition, restriction or limitation upon such Lender which is outside of its control,

then in any such case, the Borrower will forthwith repay to such Lender all principal amounts affected thereby, together with all unpaid interest accrued thereon to the date of repayment and all other expenses incurred in connection with the termination of such Lender's Individual Commitment Amount, without any obligation to make a corresponding prepayment to any other Lender.

8.3 Application of Sections 8.1 and 8.2.

If a Lender exercises its discretion under either Section 8.1 or 8.2, then concurrently with a notice from such Lender to the Lenders and the Borrower requiring compliance with the applicable Section, such Lender will provide the Borrower (with a copy to the Agent and the other Lenders) with a certificate in reasonable detail outlining the particulars giving rise to such notice, confirming that its actions are consistent with actions concurrently taken by such Lender with respect to similar type provisions affecting other borrowers of such Lender in comparable circumstances and certifying (with reasonable supporting detail) the increased costs, if any, payable by the Borrower thereunder, which will be *prima facie* evidence thereof and binding on the Parties.

8.4 Limitations on Additional Compensation.

Sections 8.1 and 8.2 will not apply to a Lender with respect to any event, circumstance or change of the nature and kind of which such Lender had actual knowledge on the Closing Date. A Lender will not be entitled to Additional Compensation to the extent such increase in costs or reduction in return is reflected in or recovered by an increase in the interest or other amounts payable hereunder (other than pursuant to Section 8.1) or relates to any period which is more than 120 days prior to such Lender becoming aware such Additional Compensation was owing.

8.5 Taxes.

All payments to be made by Loan Parties pursuant to the Documents are to be made without set-off, deduction, compensation or counterclaim and free and clear of and without deduction for or on account of any Tax (which for greater certainty does not include Taxes on the overall net income of a Lender). If any such Tax is deducted or withheld from any payments under the Documents, the sum payable will be increased by an amount so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 8.5) the Lenders will receive an amount equal to the sum that would have been received had no deductions been made. If any Loan Party is prevented by operation of Law or otherwise from paying, causing to be paid or remitting such Tax, the interest or other amount payable under the Documents will be increased to such rates as are necessary to yield and remit to the Lenders the principal sum advanced or made available together with interest at the rates specified in the Documents after provision for payment of such Tax. The Borrower agrees to indemnify the Agent and each Lender for (i) the full amount of Taxes of any relevant taxing jurisdiction on amounts payable under this Section 8.5 paid by the Agent and such Lender, and (ii) any reasonable expenses arising therefrom or with respect thereto, in each case whether or not such Taxes were correctly or legally imposed or asserted by the relevant taxing jurisdiction; provided the Agent or a Lender, as the case may be, provides the Borrower with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts. Payment under this Section 8.5 shall be made within thirty (30) days after the date such Lender or the Agent makes a written demand therefor. Notwithstanding anything herein to the contrary, the Borrower shall not be required pursuant to this Section 8.5 to pay any additional amount to, or to indemnify, any Lender or the Agent, as the case may be, the extent that such Lender or the Agent becomes subject to Taxes subsequent to the Closing Date (or, if later, the date such Lender or the Agent becomes a party to this Agreement) as a result of a change in the place of organization or residence of such Lender or the Agent, a change in the lending office of such Lender, or a change in the principal office of such Lender or the Agent, except to the extent that such Lender or the Agent was entitled, at the time of the change in place of organization, residence or the change in its lending office, to receive additional amounts from the Borrower pursuant to this Section 8.5 (and provided, that nothing in this Section 8.5 shall be construed as relieving the Borrower from any obligation to make such payments or indemnification in the event of a change in applicable Law).

ARTICLE 9 REPRESENTATIONS AND WARRANTIES OF THE BORROWER

9.1 Representations and Warranties.

The Borrower hereby represents and warrants to the Lenders as of the Closing Date that:

- (a) Incorporation, Organization and Power. Each Loan Party has been duly incorporated, amalgamated or formed, as applicable, and is validly existing under the Law of its jurisdiction of incorporation, amalgamation or formation as applicable, 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

material property owned or leased by it makes such registration necessary, and each Loan Party has full corporate or partnership power and capacity, as applicable, to enter into and perform its obligations under the Documents to which it is a party, and to carry on its business as currently conducted.

- (b) Authorization and Status of Agreements. Each Document to which the Borrower and any other Loan Party is a party delivered pursuant hereto has been duly authorized, executed and delivered by it and does not conflict with or contravene or constitute a default or create a Lien, other than a Lien which is a Permitted Encumbrance and other than a conflict, contravention, default or a Lien which could not be reasonably be expected to have a Material Adverse Effect, under:
 - (i) its constating documents or bylaws or any resolution of its Directors;
 - (ii) any agreement or document to which it is a party or by which any of its property is bound, including the First Lien Credit Agreement and any other First Lien Documents; or
 - (iii) any applicable Law.
- (c) Enforceability. Each of the Documents to which any Loan Party is a party constitutes a valid and binding obligation of any Loan Party, as applicable, and is enforceable against it in accordance with its terms, 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) Security. The Security constitutes a valid security interest and floating charge on the assets of the Loan Parties, subject only to Permitted Encumbrances which under applicable Law rank in priority thereto.
- (e) Litigation. There are no actions, suits or proceedings at Law or before or by any Administrative Body existing or pending, or to the Borrower's knowledge threatened, to which any Loan Party is, or to the Borrower's knowledge is threatened to be made, a party and the result of which could, if adversely determined, reasonably be expected to have a Material Adverse Effect.
- (f) Judgments; Etc. No Loan Party is subject to any judgment, order, writ, injunction, decree or award, or to any restriction, rule or regulation (other than customary or ordinary course restrictions, rules and regulations consistent or similar with those impose on other Persons engaged in similar businesses) which has not been stayed, or of which enforcement has not been suspended which could reasonably be expected to have a Material Adverse Effect.
- (g) Environmental Law. Each Loan Party has in all material respects (i) obtained all permits, licenses and other authorizations which are required under Environmental Law; and (ii) is in compliance with Environmental Law and with the terms and conditions of all such permits, licenses and authorizations.

- (h) Environmental Condition of Property. The property or any part thereof owned, operated or controlled by the Borrower, either directly or through a Subsidiary:
- (i) is not, to the knowledge of the Borrower, the subject of any outstanding claim, charge or order from an Administrative Body alleging violation of Environmental Law or, if subject to any such claim, charge or order, the Borrower, either directly or through a Subsidiary, is taking all such remedial, corrective or other action required under the claim, charge or order or is diligently and in good faith contesting the validity thereof; and
 - (ii) complies, with respect to each of its use and operation, in all material respects with Environmental Law and with the terms and conditions of all permits, licenses and other authorizations which are required to be obtained under applicable Environmental Law.
- (i) Title to Properties. Each Loan Party has good and valid title to its Properties, subject only to Permitted Encumbrances and to minor defects of title which in the aggregate do not materially affect its rights of ownership therein or the value thereof or to which the Lenders have consented to in writing. Each Loan Party is entitled to charge its interests in the Properties in favour of the Agent and the Lenders as provided in this Agreement without the need to obtain any consent of or release from any other Person which has not been obtained and such Properties are not held in trust by any such Loan Party for any other Person.
- (j) Operation of Properties. To the best of the Borrower's knowledge, information and belief, after due enquiry, all of the oil, gas and other wells of each Loan Party have been drilled, completed, shut-in and abandoned, as applicable, (and they have abandoned such wells if they were required by Law to have been abandoned), in accordance with applicable Law, the oil and gas properties of each Loan Party have been operated in accordance with applicable Law and the facilities, plants and equipment in respect of all of the Borrower's and each other Loan Parties' properties have been and will continue to be operated and maintained, as the case may be, in a good and workmanlike manner in accordance with sound industry practice and in accordance with all applicable Law, except, in each case, to the extent that the failure to do any of the foregoing could not be reasonably expected to have a Material Adverse Effect.
- (k) Financial Condition. The most recent consolidated financial statements of the Borrower heretofore or contemporaneously delivered to the Agent and the Lenders hereunder were prepared in accordance with GAAP and such consolidated financial statements present fairly in all material respects the Borrower's consolidated financial position as at the date thereof. Since the date of such financial statements, there has been no occurrence of any event or circumstance which could reasonably be expected to have a Material Adverse Effect.

- (l) Information. All written factual information (excluding, for certainty, any projections included therein) heretofore or contemporaneously furnished by or on behalf of any Loan Party to the Agent or the Lenders in connection with the Loan Parties, the Properties and the Term Facility is true and accurate in all material respects and the Borrower is not aware of any omission of any material fact which renders such factual information incomplete or misleading in any material way.
- (m) No Breach of Orders, Licences or Statutes. No Loan Party is in breach of:
- (i) any order, approval or mandatory requirement or directive of any Administrative Body;
 - (ii) any governmental licence or permit; or
 - (iii) any applicable Law,
- the breach of which could reasonably be expected to have a Material Adverse Effect.
- (n) Pension. Each Loan Party has in all respects, complied with the contractual provisions and applicable Laws relating to each Pension Plan to which any Loan Party is a party or is otherwise bound, if any, except to the extent failure to comply could 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 could reasonably be expected to have a Material Adverse Effect.
- (o) No Default. No Default or Event of Default has occurred and is continuing.
- (p) 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 each Loan Party in accordance with prudent industry standards as required by Section 10.1(h).
- (q) Approvals. All regulatory approvals, consents, permits and licenses necessary for any Loan Party to carry on its business, as currently carried on, and all approvals and consents necessary for it to enter into the Documents to which it is a party and perform its obligations thereunder have, in each case, been obtained and are in good standing except to the extent that failure to so obtain could not be reasonably expected to have a Material Adverse Effect.
- (r) Payment of Taxes. Each Loan Party has filed all tax returns which are required to be filed and has paid all Taxes (including interest and penalties) which are due and payable, unless such payment is in good faith disputed, and has made all appropriate provision in respect thereof in accordance with GAAP, except, in either case, to the extent that a failure to do so could not reasonably be expected to have a Material Adverse Effect.

- (s) Remittances. All of the remittances required to be made by any Loan Party to the applicable federal, provincial, municipal or state governments have been made, are currently up to date and there are no outstanding arrears, except to the extent that a failure to do so could not reasonably be expected to have a Material Adverse Effect.
- (t) Subsidiaries. As at the Closing Date and before and after the Post-Closing Amalgamation, the Borrower has no Subsidiaries other than as set out in Schedule I and the jurisdictions of incorporation or creation, as applicable, the location of the businesses and assets of the Loan Parties and the trade names of each, if any, used in such locations is set forth in Schedule I.
- (u) Liens. No Loan Party has any Liens on its property, other than Permitted Encumbrances.
- (v) Indebtedness. No Loan Party has any Indebtedness, other than Permitted Indebtedness. Any such Permitted Indebtedness has not been subject to any Lien, except for Permitted Encumbrances, or assigned or otherwise transferred (absolutely, contingently, directly, indirectly or otherwise) to any Person other than pursuant to the Security.
- (w) Wholly-Owned Status. Each of the Material Subsidiaries are direct or indirect wholly-owned Subsidiaries of the Borrower.
- (x) Solvency. No Loan Party is an "insolvent person" as defined in and for purposes of the *Bankruptcy and Insolvency Act* (Canada).
- (y) Location. The chief executive office of the each Loan Party is in the Province of Alberta.

9.2 Acknowledgement.

The Borrower acknowledges that the Agent and the Lenders are relying upon the representations and warranties in this Article 9 in making the Term Facility available to the Borrower. The representation and warranty contained in Section 9.1(o) will be deemed to be restated on the date of any Swap Document.

9.3 Survival and Inclusion.

The representations and warranties in this Article 9 shall survive until this Agreement has been terminated. All statements, representations and warranties contained in any Compliance Certificate, Environmental Certificates, Closing Certificates, the other Documents or in any instruments delivered by or on behalf of the Borrower or a Material Subsidiary pursuant to this Agreement or the other Documents shall constitute statements, representations and warranties made by the Borrower to the Agent and the Lenders under this Agreement.

ARTICLE 10
COVENANTS OF THE BORROWER

10.1 Affirmative Covenants.

While any Obligations are outstanding:

- (a) Punctual Payment. The Borrower will pay or cause to be paid all Obligations and other amounts payable under the Documents punctually when due.
- (b) Use of Term Facility. The Borrower will use the Term Facility only in accordance with Section 3.5.
- (c) Legal Existence. Subject to Section 10.4(g) and except in connection with the Post-Closing Amalgamation, the Borrower will do or will cause to be done all things necessary to preserve and keep in full force and effect each Loan Party's existence in good standing as a corporation under the Law of its jurisdiction of formation.
- (d) Material Adverse Claims. The Borrower will, and will cause each other Loan Party to, except for Permitted Encumbrances, do all things necessary to defend, protect and maintain its property from all material adverse claims where the failure to do so in the opinion of the Lenders, acting reasonably, threatens the intended priority or validity of the Security as herein provided, or could reasonably be expected to have a Material Adverse Effect.
- (e) Operation of Properties. The Borrower will, and will cause each other Loan Party to, operate its respective property, or, if it is not the operator, use reasonable efforts to ensure that such property is operated in accordance with sound industry practice and in accordance in all respects with applicable Law, except to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect.
- (f) Compliance with Budget. The Borrower will comply in all material respects with the terms of the budget most recently provided to the Agent in accordance with Section 10.2(b) and any update thereto as approved by the board of directors of the Borrower.
- (g) Performance of Agreements. The Borrower will, and will cause each other Loan Party to, perform its obligations under the Documents to which it is a party and all other all agreements relating to the Properties, including payment of rentals, royalties, Taxes or other charges in respect thereof which are necessary to maintain all such agreements in good standing in all respects, except to the extent failure to so perform could not reasonably be expected to have a Material Adverse Effect, provided that this covenant will not restrict their right to surrender leases or terminate agreements which are uneconomic to maintain.

- (h) Insurance. The Borrower will, and will cause each other Loan Party to, maintain adequate insurance in respect of its material property, including all wellhead equipment and other plant and equipment according to prudent industry standards, and will provide the Agent with copies of all insurance policies relating thereto if so requested. At the Agent's request, all such property insurance policies will contain a loss payable clause and mortgage clause in favour of the Agent on behalf of the Lenders and the Swap Lenders.

- (i) Environmental Audit. If the Agent, acting reasonably, determines that any Loan Party's obligations or other liabilities in respect of matters dealing with the protection or contamination of the Environment or the maintenance of health and safety standards, whether contingent or actual, could reasonably be expected to have a Material Adverse Effect then, at the request of the Agent, the Borrower will, and will cause each of the other Loan Parties to, assist the Agent in conducting an environmental audit of the property which is the subject matter of such contingent or actual obligations or liabilities, by an independent consultant selected by the Agent. The reasonable costs of such audit will be for the account of the Borrower, provided that the Agent will carry out such audit in consultation with the Borrower to expedite its completion in a cost effective manner. Should the result of such audit indicate that any Loan Party is in breach, or with the passage of time will be in breach, of any Environmental Law and such breach or potential breach has or could reasonably be expected to have, in the opinion of the Lenders, acting reasonably, a Material Adverse Effect, and without in any way prejudicing or suspending any of the rights and remedies of the Agent and the Lenders under the Documents, the Borrower will, and will cause the other Loan Parties to, forthwith commence and diligently proceed to rectify or cause to be rectified such breach or potential breach, as the case may be, and will keep the Lenders fully advised of the actions it intends to take and has taken to rectify such breach or potential breach and the progress it is making in rectifying same. The Agent will be permitted to retain, for the account of the Borrower (to the extent such account is reasonable), the services of a consultant to monitor any Loan Party's compliance with this Section 10.1(i).

- (j) Payment of Taxes. The Borrower will, and will cause each other Loan Party to, duly file on a timely basis all Tax returns required to be filed by any of them, and duly and punctually pay all Taxes and other governmental charges levied or assessed against any of them or their property, except, in either case, to the extent that failure to do so could 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 any Loan Party to the applicable federal, provincial or municipal governments and keep such remittances up to date, except to the extent that a failure to do so could not reasonably be expected to have a Material Adverse Effect.

- (l) 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 Default or Event of Default exists and at any time while a Default or Event of Default exists (in each case at the Borrower's expense and at any other time at the Agent's expense) to visit and inspect any property of any Loan Party and to examine and make abstracts from any of the books and records of each Loan Party at any reasonable time during normal business hours and upon reasonable request and notice, and subject to the health and safety requirements of each Loan Party, and to discuss the business, property, condition (financial or otherwise) and prospects of the Loan Parties with their senior officers and (in the presence of such representatives, if any, as it may designate) with its independent chartered accountants.
- (m) Comply with Law and Maintain Permits. The Borrower will, and will cause each other Loan Party to, comply with applicable Laws and obtain and maintain all permits, licenses, consents and approvals necessary to the ownership of its property and to the conduct of its business in each jurisdiction where it carries on business or owns property, including those issued or granted by Administrative Bodies, except to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect.
- (n) Subsidiary Security. Except as permitted by Section 10.1(p) in connection with the Post-Closing Amalgamation, the Borrower will cause each Material Subsidiary to provide the Agent with a guarantee and the other Security listed in Section 4.1 in form and substance satisfactory to the Agent within 10 days after any such Subsidiary becoming a Material Subsidiary, together with such supporting documentation and legal opinions as the Agent may reasonably require.
- (o) Commodity Swap Contracts. The Borrower will, within 10 Banking Days of the Closing Date, enter into contracts for commodity swaps or other protection agreements or options designed to protect against fluctuations in commodity prices (which, for greater certainty, includes both physically and financially settled hedges) (collectively, the "**Commodity Swap Contracts**"):
 - (i) for the 2015 calendar year, in respect of no less than the volumes set out in Exhibit A hereto applicable to the 2015 calendar year; and
 - (ii) for the 2016 calendar year and only to the extent that the forward swap price of the December 2016 Commodity Swap Contracts for U.S. West Texas Intermediate oil is less than or equal to \$[REDACTED] per barrel, in respect of no less than the volumes set out in Exhibit A hereto applicable to the 2016 calendar year,

and, upon the reasonable request of the Agent, shall furnish evidence of such Commodity Swap Contracts to the Agent and the Lenders.

- (p) Post-Closing Amalgamation. The Borrower will cause the Post-Closing Amalgamation to occur no later than 3 Banking Days after the Closing Date and it will provide the Agent with a certified copy of the updated articles of amalgamation of Amalco promptly after the completion of the Post-Closing Amalgamation; provided that if the Post-Closing Amalgamation does not occur by such date, the Borrower will cause each of Ravenwood and Arriva to provide the Agent with a guarantee and the other Security listed in Section 4.1 in form and substance satisfactory to the Agent by such date, together with such supporting documentation and legal opinions as the Agent may reasonably require.

10.2 Reporting Covenants.

While any Obligations are outstanding:

- (a) Financial Statements. Within 60 days after the end of each of the first three Fiscal Quarters during each Fiscal Year and within 120 days after the end of each Fiscal Year, the Borrower will furnish to the Agent (in sufficient copies for each of the Lenders) a copy of its quarterly unaudited consolidated financial statements and with respect to its Fiscal Year end, its annual audited consolidated financial statements.
- (b) Annual Budget. Forthwith following approval thereof by its Directors and, in any event, within 120 days after the end of each Fiscal Year, the Borrower will furnish to the Agent (in sufficient copies for each of the Lenders) a copy of the Borrower's consolidated annual budget, including the estimated annual provision for site restoration and abandonment costs associated with its oil and gas properties.
- (c) Semi-Annual Reserve Reports. The Borrower will provide to the Agent and the Lenders:
- (i) on or before March 31 of each year, an independent economic and reserve evaluation report covering the then current Properties (including proved reserve categories, projected costs and other expenses based on historical performance measures, and other information reasonably requested by the Lenders), in form satisfactory to the Lenders, acting reasonably, prepared by an engineering firm acceptable to the Lenders (each such report, a "**Reserve Report**"), dated with effect as of December 31 of the preceding year; and
 - (ii) on or before September 1 of each year, a Reserve Report prepared by the internal engineering staff of the Borrower (unless an Event of Default exists, in which case, upon request by the Agent, such Reserve Report shall be prepared by an engineering firm acceptable to the Lenders) dated with effect as of June 30 of such year.

- (d) Notice of Environmental Damage. The Borrower will, forthwith upon acquiring knowledge 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 (either individually or jointly), operated or controlled by any Loan Party which could reasonably be expected to have a Material Adverse Effect.
- (e) Compliance Certificate and Environmental Certificate. Within (i) 60 days after the end of each of the first three Fiscal Quarters, and (ii) 120 days after the end of each Fiscal Year, the Borrower will furnish to the Agent (in sufficient copies for each of the Lenders) a Compliance Certificate and an Environmental Certificate.
- (f) Additional Environmental Information. The Borrower will upon the request of the Agent make available for discussion with the Agent or its nominee at all reasonable times the individuals who were involved in the preparation of any Environmental Certificate.
- (g) Notice of Default or Event 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 any Loan Party could reasonably be expected to have a Material Adverse Effect.
- (i) Notice of Change of Control. The Borrower will, forthwith upon becoming aware thereof, notify the Agent of any Change of Control.
- (j) First Lien Credit Agreement. The Borrower will promptly furnish to the Agent copies of all notices given or received and all reports delivered by any Loan Party pursuant to or in connection with the First Lien Credit Agreement to the extent such notices and reports are not already provided to the Agent in accordance with this Agreement.
- (k) Other Information. The Borrower will provide to the Agent such other documentation and information concerning the Loan Parties or their respective properties as may be requested by the Lenders, acting reasonably.

10.3 Financial Covenants.

While any Obligations are outstanding, the Borrower covenants with the Agent and the Lenders that:

- (a) at the end of each Fiscal Quarter, the Working Capital Ratio of the Borrower will not be less than 1.0:1.0;

- (b) at every Borrowing Base Redetermination Date and, upon the Agent's request, one further time per calendar year, in each case based on the then current Reserve Report (commencing with the Reserve Report dated effective December 31, 2014) and after giving effect to any material acquisitions or dispositions not reflected therein:
 - (i) the Proved Asset Coverage Ratio of the Borrower will not be less than 1.25:1.0; and
 - (ii) the PDP Asset Coverage Ratio of the Borrower will not be less than 1.0:1.0.

10.4 Negative Covenants.

While any Obligations are outstanding:

- (a) Limitation on Indebtedness, Liens and Distributions. The Borrower will not, and will not permit Material Subsidiaries to:
 - (i) incur Indebtedness, except for Permitted Indebtedness;
 - (ii) provide or permit a Lien over any of its property, except for Permitted Encumbrances; or
 - (iii) make any Distribution, other than Permitted Distributions.
- (b) Limitation on Exchange Rate Swap Contracts. The Borrower will not, and will not permit any other Loan Party to, enter into any contract for the sale, purchase, exchange or future delivery of foreign currency (whether or not the subject currency is to be delivered or exchanged) or any hedging contract, forward contract, swap agreement, futures contract, or other foreign exchange protection agreement or option with respect to any such transaction, in each case designed to hedge against fluctuations in foreign exchange rates (collectively, the "**Exchange Rate Swap Contracts**") if the term of any such Exchange Rate Swap Contract exceeds three years or if the aggregate amount hedged under all Exchange Rate Swap Contracts at the time such Exchange Rate Swap Contract is entered into and after giving effect thereto exceeds 75% of the aggregate of the Loan Parties' forecasted U.S. Dollar revenues for the applicable term thereof (based on forecasts approved by the board of directors of the Borrower).
- (c) Limitation on Interest Rate Swap Contracts. The Borrower will not, and will not permit any other Loan Party to, enter into 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 (collectively, the "**Interest Rate Swap Contracts**") if the term of any such Interest Rate Swap Contract exceeds three years or if the aggregate amounts hedged under all Interest Rate Swap Contracts at the time the Interest Rate Swap Contract is entered into and after giving effect

thereto exceeds 50% of the Canadian Dollar Exchange Equivalent of the aggregate principal amount available under the First Lien Credit Agreement.

- (d) Limitation on Commodity Swap Contracts. The Borrower will not, and will not permit any other Loan Party to, enter into any Commodity Swap Contracts if the term of any such Commodity Swap Contract exceeds four years or the aggregate amounts hedged under all Commodity Swap Contracts at the time such contract is entered into and after giving effect thereto exceeds 70% for the first and second year of the term of such Commodity Swap Contract and 50% for the third and fourth years thereof of the average daily production of (i) crude oil, (ii) natural gas liquids, and (iii) natural gas (determined in each case on a commodity by commodity basis (net of royalties) of the Loan Parties during the immediately preceding Fiscal Quarter, as adjusted for acquisitions and divestitures during such Fiscal Quarter in a manner satisfactory to the Agent, acting reasonably.
- (e) Limitation on Hedging Agreements. The Borrower will not, and will not permit any other Loan Party to, enter into or maintain any Exchange Rate Swap Contract, Interest Rate Swap Contract, Commodity Swap Contract and any other derivative agreement or other similar agreement or arrangements (collectively, the "**Hedging Agreements**"), unless such Hedging Agreement is entered into for hedging purposes only in the ordinary course of business and not for speculative purposes. For greater certainty, no Material Subsidiary may enter into a Hedging Agreement until the Borrower has provided a guarantee in respect of any such Material Subsidiary to the Agent, in form and substance acceptable to the Agent, acting reasonably.
- (f) Change in Constating Documents. The Borrower will not, and will not permit any other Loan Party to, amend any of its constating documents or by-laws in a manner that would materially prejudice the rights and interests of the Lenders under the Documents.
- (g) Mergers, Amalgamation and Consolidations. The Borrower will not, and will not permit any other Loan Party to, merge, amalgamate or consolidate with, or wind-up or dissolve into, another Person, except for any such transaction between one or more Loan Parties.
- (h) Change in Business, Name, Location, Fiscal Year. The Borrower will not, and will not permit any other Loan Party to, (i) change in any material respect the nature of their business or operations from the exploration for, and development, production, transportation and marketing of, petroleum, natural gas and related products in the Western Canadian Sedimentary Basin, (ii) change its corporate or partnership name, as applicable, trade name or locations of business from those set forth in Schedule I (except in connection with the Post-Closing Amalgamation) or (iii) change its fiscal year end without giving the Agent 15 days prior written notice thereof. The Borrower will notify the Agent of the creation of any Subsidiary and the ownership thereof within 10 days after any such creation.

- (i) Asset Dispositions. Other than for Permitted Dispositions, the Borrower will not, and will not permit any other Loan Party to, directly or indirectly, make any sale, exchange, lease, transfer or other disposition of any of its properties to any Person without the prior written consent of all of the Lenders.
- (j) Financial Assistance or Capital Contributions. Other than under the First Lien Documents, the Borrower will not, and will not permit any other Loan Party to, provide any guarantee, loans or other financial assistance to any Person (other than another Loan Party) or make any contributions of capital or any other forms of equity investment in any Person (other than another Loan Party), in each case, in an aggregate amount that at any time exceeds the Threshold Amount.
- (k) Material Investments. The Borrower will not, and will not permit any other Loan Party to, make material investments or enter into ventures of a material nature which are outside the scope of their normal course of business.
- (l) 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 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 or Affiliate or with any of its directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of business of a Loan Party and which is upon fair and reasonable terms not less favourable to the applicable Loan Party than it would obtain in comparable arms-length transaction.

10.5 Most Favoured Lender.

If at any time the First Lien Credit Agreement or any other First Lien Document includes (a) any one or more covenants or events of default that are not provided for in the Documents (other than affirmative covenants as to reporting obligations provided in the First Lien Credit Agreement on the date hereof) taking into account the different relevant circumstance between the First Lien Credit Agreement and the First Lien Lenders and the Documents and the Lenders; or (b) any one or more covenants or events of default that are more restrictive, taken as a whole, than the same or similar covenants or events of default provided in this Agreement or the other Documents taking into account the different relevant circumstances between the First Lien Credit Agreement and the First Lien Lenders and the Documents and the Lenders, then: (X) such additional or more restrictive covenants or events of default shall upon notice from the Agent be incorporated by reference in this Agreement as if set forth fully herein, *mutatis mutandis*, and no such provision may thereafter be waived, amended or modified under this Agreement except pursuant to the provisions of Section 14.15; and (Y) the Loan Parties shall promptly, and in any event within 10 days after entering into any such additional or more restrictive covenants or events of default so advise the Agent in writing. Thereafter, upon the request of the Majority Lenders, the Majority Lenders shall enter into an amendment to this Agreement evidencing the incorporation of such additional or more restrictive covenants or

events of default, it being agreed that any failure to make such request or to enter into any such amendment shall in no way qualify or limit the incorporation by reference described in clause (i) of the immediately preceding sentence.

ARTICLE 11 EVENTS OF DEFAULT

11.1 Event of Default.

Each of the following events will constitute an Event of Default:

- (a) Failure to Pay. If the Borrower makes default in the due and punctual payment of (i) any principal amount owing under the Documents, as and when the same becomes due and payable, whether at maturity or otherwise; or (ii) interest, fees or other amounts not constituting principal owing under the Documents, as and when the same become due and payable, whether at maturity or otherwise and such default continues for a period of 2 Banking Days.
- (b) Incorrect Representations. If any representation or warranty made by any Loan Party in any Document proves to have been incorrect when so made or deemed to have been repeated as herein provided.
- (c) Breach of Covenants. Except for an Event of Default set out elsewhere in this Section 11.1, if any Loan Party defaults in the performance or observance of any covenant, obligation or condition to be observed or performed by it pursuant to any of the Documents, and such default continues for a period of 30 days after notice thereof is given to the Borrower by the Agent.
- (d) Breach of Financial Covenants. If the Borrower fails to satisfy or perform any covenant in Section 10.3.
- (e) Insolvency. If a judgment, decree or order of a court of competent jurisdiction is entered against any Loan Party, (i) adjudging any Loan Party bankrupt or insolvent, or approving a petition seeking its reorganization or winding-up under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy, insolvency or analogous Law, or (ii) appointing a receiver, trustee, liquidator, or other Person with like powers, over all, or substantially all, of the property of any Loan Party or (iii) ordering the involuntary winding up or liquidation of the affairs of any Loan Party or (iv) appointing any receiver or other Person with like powers over all, or substantially all, of the property of any Loan Party, unless, in any such case, such judgment, petition, order or appointment is stayed and of no effect against the rights of the Lenders within 30 days of its entry.
- (f) Winding-Up. If, (i) except as permitted by Section 10.4(g), an order or a resolution is passed for the dissolution, winding-up, reorganization or liquidation of any Loan Party, pursuant to applicable Law, including the *Business Corporations Act* (Alberta), or (ii) if any Loan Party institutes proceedings to be

adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy, insolvency or analogous Law, or (iii) any Loan Party consents to the filing of any petition under any such Law or to the appointment of a receiver, or other Person with like powers, over all, or substantially all, of the Borrower's or any Material Subsidiary's property, or (iv) any Loan Party makes a general assignment for the benefit of creditors, or becomes unable to pay its debts generally as they become due, or (v) any Loan Party takes or consents to any action in furtherance of any of the aforesaid purposes.

- (g) Swap Documents. The occurrence of a demand, event of default or other termination event under any Swap Document after the expiry of any applicable grace period thereunder.
- (h) Other Indebtedness. Any Loan Party fails to make any payment of principal, interest or other amount in regard to any Indebtedness, which for the purpose of this Section 11.1(g) includes Indebtedness, obligations and liabilities under each Hedging Agreement that is not a Swap Document whatsoever owed by it after the expiry of any applicable grace period in respect thereof, to any Person, where the outstanding principal amount of such Indebtedness is more than the Threshold Amount.
- (i) Other Defaults. Any Loan Party defaults in the observance or performance of any non-monetary obligation, covenant or condition to be observed or performed by it pursuant to any agreement to which it is a party or by which any of its property is bound, where such default could reasonably be expected to have a Material Adverse Effect and such default continues for a period of 30 days after notice is given to the Borrower by the Agent.
- (j) Adverse Proceedings. The occurrence of any action, suit or proceeding against or affecting any Loan Party before any court or before any Administrative Body which, if successful, could reasonably be expected to have a Material Adverse Effect, unless the action, suit, or proceedings is contested diligently and in good faith and, in circumstances where a lower court or tribunal has rendered a decision adverse to it, any Loan Party, as applicable, is appealing such decision, and has provided a reserve in respect thereof in accordance with GAAP.
- (k) Material Lien. The property of any Loan Party having a fair market value in excess of the Threshold Amount, in the aggregate, shall be seized (including by way of execution, attachment, garnishment or distraint) or any Lien thereon shall be enforced, or such property shall become subject to any charging order or equitable execution of a court, or any writ of enforcement, writ of execution or distress warrant with respect to obligations in excess of the Threshold Amount, in the aggregate, shall exist in respect of any Loan Party or such property, or any sheriff, civil enforcement agent or other Person shall become lawfully entitled to seize or distrain upon any such property under the *Civil Enforcement Act*

(Alberta), the *Workers' Compensation Act* (Alberta), the *Personal Property Security Act* (Alberta) or any other applicable Laws whereunder similar remedies are provided, and in any case such seizure, execution, attachment, garnishment, distraint, charging order or equitable execution, or other seizure or right, shall continue in effect and not be released or discharged for more than 30 days.

- (l) Judgment. A judgment is obtained against any Loan Party for an amount in excess of the Threshold Amount, in the aggregate, which remains unsatisfied and undischarged for a period of 30 days during which such judgment shall not be on appeal or execution thereof shall not be effectively stayed.
- (m) Cessation of Business. Except as permitted by Section 10.4(g), any Loan Party ceases or proposes to cease carrying on business, or a substantial part thereof, or makes or threatens to make a bulk sale of its property.
- (n) Enforceability of Documents. If any material provision of any Document shall at any time cease to be in full force and effect, be declared to be void or voidable or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by any Loan Party or if any Lien constituted pursuant to the Security ceases to have the priority contemplated in the Documents.
- (o) Qualified Auditor Report. If the audited financial statements that are required to be delivered to the Agent pursuant to Section 10.2(f) contain a qualification that is not acceptable to the Majority Lenders, acting reasonably, and, if unacceptable, such qualification is not rectified or otherwise dealt with to the satisfaction of the Majority Lenders within a period of 30 days after the delivery of such financial statements.
- (p) Change of Control. If a Change of Control occurs.
- (q) Material Adverse Effect. If a Material Adverse Effect has occurred and is continuing.
- (r) First Lien Default. If any Event of Default (as defined in the applicable First Lien Documents) occurs under any of the First Lien Documents.

11.2 Remedies.

Upon the occurrence of an Event of Default which has not been waived, the Agent (on the direction of the Majority Lenders or in the case of an Event of Default under Sections 11.1(e) or 11.1(f) automatically without notice) shall forthwith declare all Obligations owing under the Term Facility together with unpaid accrued interest thereon and any other amounts owing under the Documents, contingent or otherwise, to be immediately due and payable, whereupon the Borrower will be obligated without any further grace period to forthwith pay such amounts and the Agent and the Lenders may exercise any and all rights, remedies, powers and privileges afforded by applicable Law or under any and all other instruments, documents and agreements made to assure payment and performance of the obligations of the Loan Parties under the Documents.

11.3 Attorney in Fact.

The Borrower hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of the Documents, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Documents and which the Borrower being required to take or execute has failed to take or execute; provided that this power of attorney will not be effective until the occurrence and during the continuance of any Event of Default and only if the Borrower fails to do something it is required to do on a timely basis. The Borrower hereby ratifies all that said attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and will be irrevocable until all of the Obligations have been unconditionally and irrevocably paid and performed in full. The Borrower also authorizes the Agent, at any time and from time to time, to execute any endorsements, assignments or other instruments of conveyance or transfer pursuant to the Security after an Event of Default and only if the Borrower fails to do so on a timely basis. If requested by the Agent, the Borrower will cause each Material Subsidiary to constitute and appoint the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact in accordance with the foregoing provisions of this Section 11.3.

11.4 Application of Proceeds.

Except as otherwise agreed to by all of the Lenders in their sole discretion or as otherwise expressly provided for herein, all (i) payments made by or on behalf of the Borrower or a Material Subsidiary under the Documents after acceleration pursuant to Section 11.2, and (ii) proceeds resulting from any realization or enforcement of the Security, including by way of foreclosure, will be applied and distributed by the Agent or any nominee thereof in the following manner:

- (a) firstly, in full and final payment of any amounts due and payable by way of recoverable expenses, including all out-of-pocket realization and enforcement costs and all legal costs and disbursements (on a solicitor and his own client full indemnity basis);
- (b) secondly, in full and final payment of all accrued and unpaid interest and other fees in connection with the Term Facility, on a *pro rata* basis;
- (c) thirdly, in full and final payment of the Aggregate Principal Amount under the Term Facility and the Permitted Swap Indebtedness, on a *pro rata* basis;
- (d) fourthly, in full and final payment of all other Obligations (other than Swap Indebtedness in excess of Permitted Swap Indebtedness) owing under the Documents;
- (e) fifthly, in full and final payment of all Swap Indebtedness in excess of Permitted Swap Indebtedness; and

- (f) finally, if there are any amounts remaining and subject to applicable Law, to the Borrower.

11.5 Set Off.

The Borrower agrees that, upon the occurrence and continuance of an Event of Default, in addition to (and without limitation of) any right of set off, bankers' lien, counterclaim or other right or remedy that any Lender may otherwise have, each Lender will be entitled, at its option, to offset any and all balances and deposits held by it for the account of any Loan Party at any of its offices or branches, in any currency, against any and all amounts owed by any Loan Party to such Lender hereunder (regardless of whether any such balances are then due or payable to any Loan Party) or to a Swap Lender in connection with any Swap Indebtedness, in which case such Lender will promptly notify the Borrower and the Agent thereof; provided that such Lender's failure to give any such notice will not affect the validity thereof. Any Person purchasing an interest in the obligations of the Borrower as contemplated herein may exercise all rights of set-off, bankers' lien, counterclaim or similar rights with respect to such interest as fully as if such obligations had been originally incurred to such Person and such Person were the holder thereof. The rights of the Lenders under this Section 11.5 are in addition to the other rights and remedies which the Lenders may have. Nothing contained in the Documents will require any Lender to exercise any right, or will affect the right of any Lender to exercise and retain the benefits of exercising any right, with respect to any indebtedness or obligation of the Borrower existing otherwise than pursuant to the Documents.

ARTICLE 12 CONFIDENTIALITY

12.1 Non-Disclosure.

All information, other than information that is required by Law to be disclosed by the Party receiving the information to any Administrative Body of competent jurisdiction, including any central bank or other banking regulatory authority and any official bank examines or regulators, will be held by the Parties in the strictest confidence and will not be disclosed to any Person, except as provided in Sections 12.2 and 12.3, provided that the confidential nature of the information is made known or ought to have been known by the disclosing Party.

12.2 Exceptions.

Section 12.1 does not apply to information:

- (a) of a Party where that Party consents in writing to its disclosure;
- (b) which becomes part of the public domain without breach of Section 12.1;
- (c) received from a third party without restriction on further disclosure and without breach of Section 12.1;

- (d) in connection with the exercise of any remedies hereunder or under the other Documents or any suit, action or proceeding relating to the enforcement of its rights hereunder or thereunder;
- (e) developed independently without breach of Section 12.1; or
- (f) to the extent required to be disclosed by order or direction of a court or Administrative Body of competent jurisdiction.

12.3 Permitted Disclosures by the Agent or the Lenders.

Confidential information received by the Agent or a Lender may be disclosed to their respective Affiliates (including Swap Lenders), the Agent or any other Lender, including any financial institution which desires to become a Lender hereunder or any actual or prospective counterparty to any securitization, swap or derivative transaction relating to any Loan Party (provided that in the case of any Participant, prospective lender or actual or prospective counterparty any such Person has entered into confidentiality covenants with the Agent and the Borrower substantially the same as those contained in this Article 12) and to their respective employees, auditors, accountants, legal counsel, geologists, engineers and other consultants and financial advisors retained such Parties on a need to know basis and subject to the obligation to maintain confidentiality. The Parties hereby agree and consent to the creation and distribution of customary "tombstones" or similar identifying plaques and entry into "league tables", in each case setting out the nature of the transactions contemplated hereunder and the Parties (including their respective counsel and other advisors) and their respective roles.

ARTICLE 13 ASSIGNMENT

13.1 Assignment of Interests.

Except as expressly permitted under this Article 13, this Agreement and the rights and obligations hereunder will not be assignable, in whole or in part, by the Borrower without the prior written consent of all of the Lenders.

13.2 Assignment by the Lenders.

Each Lender will have the right to sell or assign in minimum portions of \$5,000,000 (with such Lender, where such sale or assignment is not of all of such Lender's Individual Commitment Amount, as applicable, retaining an Individual Commitment Amount of at least \$5,000,000) such Lender's Individual Commitment Amount to one or more Persons acceptable to the Borrower and the Agent, acting reasonably, provided that at and after the time of the assignment, the Borrower will not be under any obligation to pay by way of withholding tax or otherwise any greater amount than it would have been obliged to pay if the Lender had not made an assignment. An assignment fee of \$3,500 for each such assignment (other than to an Affiliate of a Lender) will be payable to the Agent by the assigning Lender. In the event of such sale or assignment, the Borrower, the Agent and the other Lenders will execute and deliver all such agreements, documents and instruments as the Agent or Lender may reasonably request to effect and recognize such sale or assignment, including an Assignment Agreement.

Notwithstanding the foregoing, (a) the minimum portion condition noted above shall not apply during an Event of Default which is continuing, (b) a Lender may sell or assign its Individual Commitment Amount to an Affiliate thereof without the consent of the Agent or the Borrower (provided that, at and after the time of the assignment, the Borrower will not be under any obligation to pay by way of withholding tax or otherwise any greater amount than it would have been obliged to pay if the Lender had not made an assignment) and (c) no consent of the Borrower will be required if an assignment occurs during a Default or Event of Default which is continuing or if made between financial institutions who, at the relevant time, are already Lenders.

13.3 Effect of Assignment.

To the extent that any Lender sells or assigns any portion of its Individual Commitment Amount pursuant to Section 13.2 and such new Lender or new Lenders, as the case may be, has executed and delivered to the Borrower and the Agent an Assignment Agreement, such Lender will be relieved and forever discharged of any and all of its covenants and obligations under the Documents in respect of that portion of its Individual Commitment Amount so sold or assigned from and after the date of such Assignment Agreement and the Borrower's recourse under the Documents in respect of such portion so sold or assigned from and after the date of the Assignment Agreement for matters arising thereunder from and after the date of the Assignment Agreement will be to such new Lender or new Lenders only, as the case may be, and their successors and permitted assigns.

13.4 Participations.

Any Lender may at any time sell to one or more financial institutions or other Persons (each of such financial institutions and other Persons being herein called a "**Participant**") participating interests in any of the commitments, or other interests of such Lender hereunder, provided, however, that:

- (a) no participation contemplated in this Section 13.4 will relieve such Lender from its commitments or its other obligations hereunder or under any other Document;
- (b) such Lender will remain solely responsible for the performance of its commitments and such other obligations as if such participation had not taken place;
- (c) the Agent will continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and each of the other Documents;
- (d) no Participant will have any rights (through a right of consent or approval or otherwise) to require such Lender to take or refrain from taking any action hereunder or under any other Document; and
- (e) the Borrower will not be required to pay any amount hereunder that is greater than the amount which it would have been required to pay had no participating interest been sold.

ARTICLE 14
ADMINISTRATION OF THE CREDIT FACILITY

14.1 Authorization and Action.

- (a) Authorization and Action. Each Lender hereby irrevocably appoints and authorizes the Agent to be its agent in its name and on its behalf and to exercise such rights or powers granted to the Agent or the Lenders under the Documents to the extent specifically provided therein and on the terms thereof, together with such powers and authority as are reasonably incidental thereto. As to any matters not expressly provided for by the Documents, the Agent will not be required to exercise any discretion or take any action, but will be required to act or to refrain from acting (and will be fully indemnified and protected by the Lenders to the greatest extent permitted by Law in so acting or refraining from acting) upon the instructions of the Majority Lenders, and such instructions will be binding upon all Lenders, provided however that the Agent will not be required to take any action which, in the opinion of the Agent, might expose the Agent to liability in such capacity, which could result in the Agent incurring any costs and expenses, or which is contrary to the spirit and intent of this Agreement.
- (b) Lenders' Determination. Where the provisions of this Agreement provide that any waiver of or any amendment to any provision of the Documents may be made or any action, consent or other determination in connection with the Documents may be taken or given, with the consent or agreement of the Lenders or the Majority Lenders (in accordance with Section 14.15), then any such waiver, amendment, action, consent or determination so made, so taken or so given with the consent or agreement of the Lenders or the Majority Lenders, as applicable, will be binding on all of the Lenders and all of the Lenders will cooperate in all ways necessary or desirable to implement and effect such waiver, amendment, action, consent or determination.
- (c) Deemed Non-Consent. If the Agent delivers a notice to a Lender requesting advice from such Lender as to whether it consents or objects to any matter in connection with the Documents, then, except as otherwise expressly provided herein, if such Lender does not deliver to the Agent its written consent or objection to such matter within 10 Banking Days of the delivery of such notice by the Agent to such Lender, such Lender will be deemed not to have consented thereto upon the expiry of such 10 Banking Day period.
- (d) Release and Discharge of Security. Each Lender hereby irrevocably authorizes the Agent to execute and deliver such releases and no-interest letters as may be required in connection with any disposition of assets by any Loan Party in respect of which the Agent has received an officer's certificate of the Borrower certifying that such disposition is permitted hereunder, together with any other information from the Borrower reasonably required by the Agent, if any, to satisfy itself that any such disposition is permitted hereunder.

14.2 Remittance of Payments.

Forthwith after receipt of any payment by the Borrower hereunder, and subject to Section 11.4, the Agent, if and to the extent a Lender is entitled thereto, will remit to such Lender its Rateable Portion 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 Rateable Portion of such payment and the Borrower fails to make such payment, each such Lender agrees to repay to the Agent forthwith on demand such Lender's Rateable Portion of any such payment, 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 such Lender. The exact amount of the repayment required to be made by a Lender pursuant hereto will be set forth in a certificate delivered by the Agent to such Lender, which certificate will be conclusive and binding for all purposes in the absence of manifest error.

14.3 Redistribution of Payment.

Each Lender agrees that, subject to Section 11.4:

- (a) If it exercises any right of counter-claim, set off, bankers' lien or similar right with respect to any property of the Borrower or if under applicable Law it receives a secured claim, the security for which is a debt owed by it to the Borrower, it will apportion the amount thereof proportionately between:
 - (i) amounts outstanding at such time owed by the Borrower to such Lender under this Agreement, which amounts will be applied in accordance with this Section 14.3; and
 - (ii) amounts otherwise owed to it by the Borrower.
- (b) If it receives, through the exercise of a right or the receipt of a secured claim described in Section 14.3(a) or otherwise, payment of a proportion of the aggregate amount of principal, interest and fees due to it hereunder which is greater than the proportion received by any other Lender in respect of the aggregate amount of principal, interest and fees due in respect of the Term Facility (having regard to the respective Individual Commitment Amounts of each Lender), the Lender receiving such proportionately greater payment will purchase a participation (which will be deemed to have been done simultaneously with receipt of such payment) in that portion of the Term Facility of the other Lenders so that their respective receipts will be *pro rata* to their respective Rateable Portions; provided however that, if all or part of such proportionately greater payment received by such purchasing Lender is otherwise recovered by it, such purchase will be rescinded and the purchase price for such participation will be returned to the extent of such recovery, but without interest. Such Lender will exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this Section 14.3 to share in the benefits of any recovery on such secured claims.

- (c) If it does any act or thing permitted by Sections 14.3(a) or 14.3(b), it will promptly provide full particulars thereof to the Agent.
- (d) Except as permitted under Sections 14.3(a) or 14.3(b), no Lender will be entitled to exercise any right of counter-claim, set off, bankers' lien or similar right without the prior written consent of the other Lenders.

14.4 Duties and Obligations.

The Agent or any of its directors, officers, agents or employees (and, for purposes hereof, the Agent will be deemed to be contracting as agent for and on behalf of such Persons) will not be liable to any Lender for any action taken or omitted to be taken by it under or in connection with the Documents, except for its 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 the Lenders of their rights under the Documents, unless and until the Agent receives a duly executed Assignment Agreement from such Lender;
- (b) may consult with counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and will not be liable for any action taken or omitted to be taken in good faith by it in accordance with or reliance upon the advice of such counsel, accountants or experts;
- (c) will incur no liability under or in respect of the Documents by acting upon any notice, consent, certificate or other instrument or writing believed by it to be genuine and signed or sent by the apparently proper Person 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 has occurred and is continuing unless it has actual knowledge to the contrary; and
- (e) may rely, as to any matter 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.

Further, the Agent (i) does not make any warranty or representation to any Lender nor will it be responsible to any Lender for the accuracy or completeness of the data made available to any of the Lenders in connection with the Term Facility, or for any statements, warranties or representations (whether written or oral) made in connection with the Term Facility, (ii) will not have any duty to ascertain or to enquire as to the performance or observance of any of the terms, covenants or conditions of the Documents on the part of any Loan Party or to inspect the property (including books and records) of any Loan Party, and (iii) will not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of the Documents or any other instrument or document furnished pursuant hereto or thereto.

14.5 Prompt Notice to the 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 hereunder, promptly upon receipt of same, excepting therefrom information and notices relating solely to the role of the Agent hereunder.

14.6 Agent and Agent Authority.

With respect to its Rateable Portion of the Term Facility, the Agent will have the same rights and powers under the Documents as any other Lender and may exercise the same as though it were not the Agent. The Agent may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower, its Subsidiaries, their respective shareholders or any Person owned or controlled by any of them and any Person which may do business with any of them, all as if the Agent was not serving as Agent, and without any duty or obligation to account therefor to the Lenders.

14.7 Lenders' Credit Decisions.

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 Loan Parties. Accordingly, each Lender confirms with the Agent that it has not relied, and will not hereafter rely, on the Agent (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 Term Facility (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 any of the Loan Parties. Each Lender acknowledges that copies of the Documents have been made available to it for review and each Lender acknowledges that it is satisfied with the form and substance of the Documents. A Lender will not make any independent arrangement with the Borrower for the satisfaction of any Obligations owing to it under the Documents without the written consent of the other Lenders.

14.8 Indemnification.

The Lenders hereby agree to indemnify the Agent and its directors, officers, agents and employees (to the extent not reimbursed by the Borrower) in accordance with their respective Rateable Portions, 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 or its directors, officers, agents and employees in any way relating to or arising out of the Documents or any action taken or omitted by the Agent under or in respect of the Documents in its capacity as Agent, provided that no Lender will 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. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Agent promptly upon demand for its Rateable

Portion of any reasonable out-of-pocket expenses (including legal fees, on a solicitor and his own client full indemnity basis) incurred by the Agent in connection with the preservation of any right of the Agent or the Lenders under, or the enforcement of, or legal advice in respect of rights or responsibilities under, the Documents, to the extent that the Agent is not reimbursed for such expenses by the Borrower. This indemnity will survive the termination of the other provisions of this Agreement as a separate and continuing covenant of the Lenders.

14.9 Successor Agent.

The Agent may, as hereinafter provided, resign at any time by giving 30 days' notice (the "**Resignation Notice**") thereof to the Lenders and the Borrower. The remaining Lenders, with the consent of the Borrower, such consent not to be unreasonably withheld, will forthwith upon receipt of the Resignation Notice unanimously appoint a successor administrative agent (the "**Successor Agent**") to assume the duties hereunder of the resigning Agent. Upon the acceptance of any appointment as administrative agent hereunder by a Successor Agent, such Successor Agent will thereupon succeed to and become vested with all the rights, powers, privileges and duties as administrative agent under the Documents of the resigning Agent. Upon such acceptance, the resigning Agent will be discharged from its further duties and obligations as agent under the Documents, but any such resignation will not affect such resigning Agent's obligations hereunder as a Lender, including for its Rateable Portion. After the resignation of the Agent as administrative agent hereunder, the provisions of this Article 14 will continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was the administrative agent of the Lenders hereunder. Notwithstanding the foregoing, if the remaining Lenders fail to appoint a Successor Agent within 30 days of receipt of the Resignation Notice, the resigning Agent may and with the approval of the Borrower prior to an Event of Default, such approval not to be unreasonably withheld, appoint a Successor Agent from among the Lenders.

14.10 Taking and Enforcement of Remedies.

Except as otherwise provided herein, each Lender hereby acknowledges that, to the extent permitted by applicable Law, rights and remedies provided under the Documents to the Lenders are for the benefit of the Lenders collectively and not severally and further acknowledges that its rights and remedies thereunder are to be exercised not severally but collectively through the Agent upon the decision of the Lenders (with the required majority or unanimity as herein provided), regardless of whether acceleration of Obligations hereunder was made, and accordingly, notwithstanding any of the provisions contained herein, each of the Lenders hereby covenants and agrees that it will not be entitled to take any action with respect to the Term Facility, including any acceleration of Obligations thereunder, but that any such action will be taken only by the Agent with the prior written direction of the Lenders (with the required majority or unanimity as herein provided). Notwithstanding the foregoing, in the absence of written instructions from the 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 take such action on behalf of the Lenders as it deems appropriate or desirable in the circumstances. Each of the Lenders hereby covenants and agrees that it has not heretofore and will not seek, take, accept or receive any security for any of the Obligations of the Borrower under the Documents and will not enter into any agreement with any of the Parties relating in

any manner whatsoever to the Term Facility, unless all of the Lenders will at the same time obtain the benefit of any such security or agreement, as the case may be.

14.11 Reliance Upon Agent.

The Borrower will 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 the Documents, and the Borrower will be entitled to deal with the Agent with respect to matters under the Documents which the Agent is authorized hereunder 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 them by the Agent, notwithstanding any lack of authority of the Agent to provide the same.

14.12 Agent May Perform Covenants.

If the Borrower fails to perform any covenant on its part herein contained, the Agent may give notice to the Borrower of such failure and if, within 10 days of such notice (or after the expiry of such other time or cure period as may be required in this Agreement), such covenant remains unperformed, the Agent on behalf of the Lenders may, in its sole discretion but need not, perform any such covenant capable of being performed by it and, if the covenant requires the payment or expenditure of money, the Agent may make such payment or expenditure and all sums so expended will be forthwith payable by the Borrower to the Agent on behalf of the Lenders and will bear interest at the Canadian Prime Rate plus 2% per annum.

14.13 No Liability of Agent.

The Agent, in its capacity as agent of the Lenders under the Documents, will have no responsibility or liability to the Borrower or the Lenders on account of the failure of any Lender to perform its obligations hereunder, or to any Lender on account of the failure of the Borrower to perform its obligations under the Documents.

14.14 Nature of Obligations under this Agreement.

- (a) Obligations Separate. The obligations of each Lender and the Agent under this Agreement are separate. The failure of any Lender to carry out its obligations hereunder will not relieve the other Lenders, the Agent or the Borrower of any of their respective obligations hereunder.
- (b) No Liability for Failure by Other Lenders. Neither the Agent nor any Lender will be liable or otherwise responsible for the obligations of any other Lender hereunder.

14.15 Lender Consent.

- (a) Unanimity. Notwithstanding anything herein to the contrary and without limiting in any way the context of any provision in this Agreement requiring the consent,

approval, action or agreement of all Lenders, the following matters will require the approval, consent or agreement, as the context requires, of all Lenders:

- (i) the reduction or forgiveness of any Obligations payable by any Loan Party to the Lenders under the Term Facility or under any of the Documents;
 - (ii) the postponement of any maturity date of any Obligations of the Loan Parties to the Lenders or under any of the Documents;
 - (iii) any decrease to the interest and fees set forth in Section 3.6;
 - (iv) the release or discharge of the Security, or any part thereof, unless otherwise expressly permitted or provided in this Agreement or any change in the ranking or priority of the Security;
 - (v) any change to the covenants referred to in Sections 3.1, 3.3, 3.5, 10.1(a), 10.4(i), or 11.4;
 - (vi) any waiver of the Events of Default described in Sections 11.1(e), 11.1(f) or 11.1(m);
 - (vii) any amendment to this Section 14.15(a);
 - (viii) any change to the definition of "Majority Lenders" or "CDOR Period"; and
 - (ix) any other provision hereof which specifically requires the approval, consent or agreement of the all of the Lenders.
- (b) Majority Consent. Subject to Section 14.15(a), any waiver of or any amendment to any provision of the Documents and any action, consent or other determination in connection with the Documents will bind all of the Lenders if such waiver, amendment, action, consent or other determination is agreed to in writing by the Majority Lenders.

14.16 Departing Lenders.

If a Lender: (a) seeks Additional Compensation in accordance with Article 8; (b) requires the Borrower to deduct withholding Taxes under Section 8.5 in respect of amounts owing to it in accordance with the terms thereof; (c) provides a notice that it is unable to maintain or continue to offer its Individual Commitment Amount pursuant to Section 8.2; or (d) refuses to give timely consent to an amendment, modification or waiver of this Agreement that, pursuant to Section 14.15(a), requires consent of all the Lenders (and the consent of the Majority Lenders has been given with respect thereto) (a "**Non-Consenting Lender**") (collectively, the "**Departing Lenders**"), then the Borrower may either:

- (a) replace the Departing Lender with another financial institution acceptable to the Agent, acting reasonably, who purchases at par (or such lesser amount as may be

agreed to by the Departing Lender) the Aggregate Principal Amount owing to the Departing Lender and such Lender's entire Individual Commitment Amount and assumes the Departing Lender's Individual Commitment Amount and all other obligations of the Departing Lender hereunder, provided that prior to or concurrently with such replacement:

- (i) the Departing Lender shall have received payment in full of all principal, interest, fees and other amounts through such date of replacement (or such lesser amount as may be agreed to by the Departing Lender);
 - (ii) the assignment fee required to be paid by Section 13.2 shall have been paid to the Agent;
 - (iii) all of the requirements for such assignment contained in Section 13.2 shall have been satisfied, including, the consent of the Agent and the receipt by the Agent of such agreements, documents and instruments as the Agent may reasonably require; and
 - (iv) in the case of a Departing Lender who is a Non-Consenting Lender, each assignee consents, at the time of such assignment, to each matter in respect of which such Non-Consenting Lender was a Non-Consenting Lender and the Borrower also requires each other Lender that is a Non-Consenting Lender to assign the Aggregate Principal Amount owing to it and its Individual Commitment Amount; or
- (b) elect to terminate the Departing Lender's Individual Commitment Amount, in which case the Commitment Amount shall be reduced by an amount equal to the amount of any Individual Commitment Amount so cancelled; provided that prior to or concurrently with such cancellation the Departing Lender shall have received payment in full of all principal, interest, fees and other amounts through such date of cancellation, or such lesser amount as may be agreed to by the Departing Lender;

provided that, in either case, no Default or Event of Default exists at such time and if there is more than one Lender that qualifies as a Departing Lender under any of the criteria identified above, then all Departing Lenders under such criteria shall be treated rateably with each such other Departing Lender.

ARTICLE 15 MISCELLANEOUS

15.1 Notices.

Unless otherwise provided in the Documents, any notice, consent, determination, demand or other communication required or permitted to be given or made thereunder, will be in writing and will be sufficiently given or made if:

- (a) left at the relevant address set forth below; or

(b) by facsimile or sent by other means of recorded electronic communication; and

(i) if to the Agent, addressed to the Agent at:

Macquarie Bank Limited
Level 1, No. 1 Martin Place
Metals and Energy Capital
Sydney
New South Wales 2000
Australia

Attention: Executive Director
Facsimile: +61 2 8232 3590
Email: robert.mcrobbie@macquarie.com

with a copy to:

Macquarie Bank Limited
500 Dallas St. Level 32
Houston, Texas 77002
United States of America

Facsimile: Michael Sextro
Fax: (713) 275-6222
Email: mecloanshouston@macquarie.com

(ii) if to a Lender, addressed to the Lender at its respective address on file with the Agent.

(iii) if to the Borrower, or to any Material Subsidiary, addressed to the Borrower at:

Petrus Resources Ltd.
Suite 2400, 240-4th Ave S.W.
Calgary, Alberta T2P 4H4

Attention: Chief Financial Officer
Facsimile: (403) 984-2717

(c) The Parties each covenant to accept service of judicial proceedings arising under the Documents at its respective address set forth herein.

(d) Any notice or other communication given or made in accordance with this Section 15.1 will be deemed to have been received on the day of delivery if delivered as aforesaid or on the day of receipt of same by facsimile or other recorded means of electronic communication, as the case may be, provided such day is a Banking Day and that such notice is received prior to 12:00 noon local

time and, if such day is not a Banking Day or if notice is received after 12:00 noon local time, on the first Banking Day thereafter.

- (e) Each Party may change its address and facsimile number for purposes of this Section 15.1 by notice given in the manner provided in this Section 15.1 to the other Parties.
- (f) Any notice given under any of the Documents to the Agent will be deemed to also be given to and received by the Agent in its capacity as Lender.

15.2 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 that 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.

15.3 No Partnership, Joint Venture or Agency.

Except as expressly provided for herein, the Parties agree that nothing contained in this Agreement nor the conduct of any Party will in any manner whatsoever constitute or be intended to constitute any Party as the agent or representative or fiduciary of any other Party nor constitute or be intended to constitute a partnership or joint venture among the Parties or any of them, but rather each Party will be separately responsible, liable and accountable for its own obligations under the Documents, or any conduct arising therefrom and for all claims, demands, actions and causes of action arising therefrom. The Parties agree that no Party will have the authority or represent that it has, or hold itself out as having, the authority to act for or assume any obligation or responsibility on behalf of any other Party, save and except as may be expressly provided for in this Agreement.

15.4 Judgment Currency.

- (a) Deficiency. If, for the purposes of obtaining judgment in any court or any other related purpose hereunder, it is necessary to convert an amount due hereunder in the currency in which it is due (the "**Original Currency**") into another currency (the "**Second Currency**"), the rate of exchange applicable will be the daily noon day rate quoted by the Bank of Canada on the relevant date to purchase in Calgary, Alberta the Original Currency with the Second Currency and includes any premium and costs of exchange payable by the purchaser in connection with such purchase. Each Party (the "**First Party**") agrees that its obligation in respect of any Original Currency due from it to another Party hereunder will, 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 in the Second Currency, the other Parties may, in accordance with normal

banking procedures, purchase in the Calgary, Alberta foreign exchange market the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, the First Party agrees that the deficiency will be a separate and continuing obligation of it, independent from its obligations under this Agreement, and will constitute in favour of the other Parties a cause of action which will continue in full force and effect notwithstanding any such judgment, or order to the contrary, and the First Party agrees, notwithstanding any such payment or judgment, to indemnify the other Parties against any such loss or deficiency. The Borrower acknowledges and agrees that any indebtedness, obligations or liabilities it may incur or suffer under this Section 15.4(a) will form part of the Obligations and will be secured by the Security unless earlier discharged as provided herein.

- (b) Excess. The Lenders through the Agent will pay to the Borrower the amount, if any, after netting out all amounts due by the Borrower under Section 15.4(a), which the Lenders may realize in excess of what is owed to them by virtue of the conversion of the Original Currency into the Second Currency.

15.5 Environmental Indemnity.

The Borrower hereby indemnifies and holds harmless each of the Agent and the Lenders, including their respective directors, officers, employees and agents (collectively, the "**Indemnified Parties**"), for any costs, losses, damages, expenses, judgments, suits, claims, awards, fines, sanctions and liabilities whatsoever (including any reasonable costs or expenses of defending or denying the same and including the reasonable costs or expenses of preparing any environmental assessment report or other such reports) (in this Section 15.5 collectively a "**Claim**") suffered or incurred by an Indemnified Party, arising out of, or in respect of:

- (a) the Release of any Contaminant into the Environment from or into any property, owned, operated or controlled, directly or indirectly, by the Borrower or otherwise in which the Borrower, or any Subsidiary, has an interest; and
- (b) the remedial action, if any, required to be taken by the Agent or the Lenders in respect of any such Release,

except in such cases where and to the extent that such Claims arise from the gross negligence or wilful misconduct of the Indemnified Parties. The provisions of this Section 15.5 shall survive repayment of the Obligations of the Borrower. Other than for costs and expenses incurred by the Indemnified Parties for investigating, defending or denying a Claim or preparing any necessary environmental assessment report or other reports in connection with any Claim (the reasonable costs thereof to be paid forthwith by the Borrower on demand therefor), the Indemnified Parties will not request indemnification from the Borrower unless an Indemnified Party is required by Law, based on the advice of such Indemnified Party's counsel, to honour a Claim or any part thereof. During the continuation of an Event of Default, the Indemnified Parties will be entitled, but not obligated, to negotiate any settlement of a Claim in consultation with the Borrower, and any such settlement will be binding on the Parties, provided that the Borrower will not be liable

for any settlement of any action without its written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Borrower, at its option by notice to the Lenders, may assume carriage at any time of any proceedings giving rise to a Claim, including choice of counsel.

15.6 General Indemnity.

In addition to any liability of the Borrower to the Lenders under any other provision hereof, the Borrower will and does hereby indemnify each Indemnified Party and hold each Indemnified Party harmless against any losses, claims, costs, damages or liabilities (including reasonable out-of-pocket expenses and reasonable legal fees on a solicitor and his own client full indemnity basis) incurred by the same 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 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;
- (c) the Borrower's failure to give any notice required to be given by it to the Agent or the Lenders hereunder;
- (d) the failure of any Loan Party to make any other payment due hereunder or under any of the other Documents;
- (e) any inaccuracy of the Borrower's or any Material Subsidiary's representations and warranties contained in any Document;
- (f) any failure of the Borrower or any Material Subsidiary to observe or fulfill its covenants under any Document;
- (g) the occurrence of any Default or Event of Default; or
- (h) the use of the proceeds of the Term Facility;

provided that this Section 15.6 will not apply to any losses, claims, costs, damages or liabilities that are found by a final, non-appealable judgment of a court of competent jurisdiction to arise by reason of the gross negligence or wilful misconduct of the Indemnified Party claiming indemnity hereunder. The provisions of this Section 15.5 shall survive repayment of the Obligations of the Borrower.

15.7 Further Assurances.

The Borrower will, from time to time forthwith at the Agent's request and at the Borrower's own cost and expense (to the extent reasonable), do, make, execute and deliver, or

cause to be done, made, executed and delivered, all such further documents, financing statements, financing change statements, assignments, acts, matters and things which may be reasonably required by the Agent with respect to the Term Facility, the Security or any part thereof and to give effect to any provision of the Documents.

15.8 Waiver of Law.

To the extent legally permitted, the Borrower hereby irrevocably and absolutely waives the provisions of any applicable Law which may be inconsistent at any time with, or which may delay or limit in any way, the enforcement of the Documents in accordance with their terms.

15.9 Attornment and Waiver of Jury Trial.

The Parties hereto do hereby irrevocably:

- (a) submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to the Documents or any of the transactions contemplated thereby; and
- (b) 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, proceeding, claim or counterclaim arising out of or relating to the Documents or any of the transactions contemplated thereby.

15.10 Interest on Payments in Arrears.

- (a) Except as otherwise provided in this Agreement, interest will be paid by the Parties as follows:
 - (i) on amounts for which any Party has actually incurred an out-of-pocket expense and for which another Party has an obligation under the Documents to reimburse such amounts to the Party incurring the expenses, interest will be payable on such amount at the Canadian Prime Rate plus 2% per annum from and including the day on which the amount was incurred to but excluding the day on which the amount is reimbursed if, commencing on the date which is 3 Banking Days following a demand for payment of the amount in accordance with the terms of the Documents, such expense has not been paid; and
 - (ii) on amounts payable by one Party to another Party under the Documents where such payment is in default but the non-payment of such amount has not required an actual out-of-pocket expense by the Party to whom such payment is due, at the Canadian Prime Rate plus 2% per annum from and including the day on which the payment was due to, but excluding the day on which the payment is made whether before or after judgment, but if such payment is a reimbursement by the Lenders to the Borrower for overpayment by it to the Lenders or is in respect of an inadvertent

underpayment by the Agent, the Lenders or the Borrower to another Party (based on information provided by such other Party), such interest will only be calculated from the date which is 3 Banking Days following a demand for payment by the Party entitled to it.

- (b) All interest referred to in this Section 15.10 will be simple interest calculated daily on the basis of a 365 or 366 day year, as applicable. For the purposes of the *Interest Act* (Canada), the annual rates of interest to which such rates are equivalent are the rates so determined multiplied by the actual number of days in a period of one year commencing on the first day of the period for which such interest is payable and divided by 365 or 366, as applicable.

15.11 Anti-Money Laundering Legislation.

- (a) The Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Laws, whether within Canada or elsewhere (collectively, including any guidelines or orders thereunder, "**AML Legislation**"), the Lenders and the Agent may be required to obtain, verify and record information regarding the Borrower and Subsidiaries, their respective directors, authorized signing officers, direct or indirect shareholders or unitholders or other Persons in control of any Subsidiaries and the transactions contemplated hereby. The Borrower shall promptly: (i) provide all such information, including supporting documentation and other evidence, as may be requested by any Lender or the Agent, or any prospective assignee of a Lender or the Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence; and (ii) notify the recipient of any such information of any changes thereto.
- (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 the Borrower or any Subsidiary 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 the preceding sentence, 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 the Borrower or any Subsidiary, on behalf of any Lender, or to confirm the completeness or accuracy of any

information it obtains from the Borrower or any Subsidiary or any such authorized signatory in doing so.

15.12 Payments Due on Banking Day.

Whenever any payment hereunder will be due on a day other than a Banking Day, such payment will be made on the next succeeding Banking Day and such extension of time will in such case be included in the computation of payment of interest thereunder.

15.13 Whole Agreement.

This Agreement and the other Documents constitute the entire agreement between the Agent and the Lenders on one hand and the Borrower on the other hand, and cancels and supersedes any other agreements, undertakings, declarations, representations and warranties, written or verbal among all such Parties in respect of the subject matter of this Agreement.

15.14 Counterparts.

The Documents may be executed in any number of counterparts (including by facsimile or other electronic transmission, including in .pdf format) and by different Parties in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

THIS AGREEMENT has been executed effective the date first written above.

PETRUS RESOURCES LTD.,

as Borrower

By: (Signed) _____

Name: Cheree Stephenson

Title: Vice President, Finance and Chief Financial Officer

MACQUARIE BANK LIMITED,
as Agent and Lender

By: (Signed) _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

DEFINITIONS

"**Accounting Change**" means a change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and in all events includes changes resulting from the implementation of IFRS to the extent required by the Canadian Accounting Standards Board.

"**Accounting Change Notice**" means notice of an Accounting Change delivered by the Borrower, the Agent or the Majority Lenders, as applicable, as provided in Section 1.16.

"**Additional Compensation**" has the meaning attributed to it in Section 8.1(a).

"**Administrative Body**" means any domestic or foreign, national, federal, provincial, state, municipal or other local government or regulatory body and any division, agency, ministry, commission, board or authority or any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing, and any domestic, foreign or international judicial, quasi-judicial, arbitration or administrative court, tribunal, commission, board or panel acting under the authority of any of the foregoing.

"**Affiliate**" has the meaning attributed to it in the *Securities Act* (Alberta).

"**After-Acquired Property**" has the meaning attributed to it in Section 4.5.

"**Agent**" means, initially, Macquarie Bank Limited or any successor to Macquarie Bank Limited appointed as administrative agent pursuant to Section 14.9.

"**Aggregate Principal Amount**" means, where the context requires, the aggregate of the principal amount outstanding from time to time under the Term Facility.

"**Agreement**" or "**this Agreement**" means this agreement and all Schedules hereto, including this Schedule A, as amended, confirmed, replaced or restated from time to time and "**hereto**", "**hereof**", "**herein**", "**hereby**" and "**hereunder**", and similar expressions mean and refer to this Agreement and, unless the context otherwise requires, not to any particular Article, Section, paragraph or other subdivision thereof.

"**Amalco**" means Petrus Resources Ltd., a corporation amalgamated under the laws of the Province of Alberta pursuant to the Post-Closing Amalgamation.

"**Arriva**" means Arriva Energy Inc.

"**Assignment Agreement**" means an agreement whereby a financial institution becomes a Lender substantially in the form of Schedule E with the blanks completed.

"**Bank Act (Canada)**" means the *Bank Act*, S.C. 1991, c. 46 including the regulations made and, from time to time, in force under that Act.

"**Banking Day**" means any day, other than a Saturday or Sunday, on which banks are open for domestic and foreign exchange business in Calgary, Alberta, Toronto, Ontario and New York, New York.

"**Bankruptcy and Insolvency Act (Canada)**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, including the regulations made and, from time to time, in force under that Act.

"**Basis Point**" or "**bps**" means one one-hundredth of 1%.

"**Borrower**" means Petrus Resources Ltd. and its successors (including, after giving effect to the Post-Closing Amalgamation, Amalco) and permitted assigns.

"**Borrower's Account**" means one or more current accounts maintained by the Borrower at The Toronto-Dominion Bank or such other account as may be agreed to by the Agent and the Borrower.

"**Borrower's Counsel**" means Burnet, Duckworth & Palmer LLP or another barrister or solicitor or firm of barristers and solicitors or other lawyers in an appropriate jurisdiction retained by the Loan Parties or employed by the Loan Parties and acceptable to the Agent, acting reasonably.

"**Borrowing Base Redetermination Date**" means any date upon which a Borrowing Base Determination (as defined in the First Lien Credit Agreement) is made pursuant to the First Lien Credit Agreement.

"**Business Corporations Act (Alberta)**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended including the regulations made, from time to time, under that Act.

"**Canadian Dollar Exchange Equivalent**" means with reference to Canadian Dollars, the amount thereof expressed in Canadian Dollars, and with reference to any amount (the "**original amount**") expressed in U.S. Dollars (the "**original currency**"), the amount expressed in Canadian Dollars on the date when such amount is being determined as herein provided, required to purchase the original amount of the original currency at the Noon Rate on the Banking Day immediately preceding the date such conversion is to be made.

"**Canadian Dollars**" or "**Canadian \$**" or "**Cdn. \$**" or "**\$**" each means such currency of Canada which, as at the time of payment or determination, is legal tender in Canada for the payment of public or private debts.

"**Canadian Prime Rate**" means the variable rate of interest quoted by The Toronto-Dominion Bank from time to time as the reference rate of interest which it employs to determine the interest rate it will charge for demand loans in Canadian Dollars to its customers in Canada and which it designates as its prime rate, provided that if such rate of interest is less than the then applicable rate quoted by The Toronto-Dominion Bank for its one month Canadian Dollar bankers' acceptances plus 100 Basis Points per annum (the "**Floor Rate**"), then the Canadian Prime Rate will equal the Floor Rate.

"**CDOR Period**" means a period of three months, provided such period is readily available in the Canadian Dollar bankers' acceptance market, or such other period as may be agreed to by the Lender.

"**CDOR Rate**" means the arithmetic average of the yields to maturity for bankers' acceptances with maturities equal to the CDOR Period accepted by each Schedule I Lender quoted on the Reuter's Canadian Dealer Offered Rate screen, at 10:00 a.m., (Toronto, Ontario time) on the Business Day preceding the applicable date.

"**Change of Control**" means if, after the Closing Date, any Person, acquires, directly or indirectly, alone or in concert with other Persons, over a period of time or at any one time, Voting Securities in the capital of the Borrower aggregating in excess of 50% of all of the then issued and outstanding Voting Securities of such Person.

"**Claim**" has the meaning attributed to it in Section 15.5.

"**Closing Certificate**" means the officer's certificate dated as of the Closing Date from the Borrower, which officer's certificate shall include, among other things, certified copies of constating documents, certified copies of applicable resolutions and incumbency and will otherwise be in a form acceptable to the Lenders, acting reasonably.

"**Closing Date**" means October 8, 2014 or such other date agreed upon in writing between the Borrower and the Agent.

"**Closing Opinion**" means the opinion of the Borrower's Counsel addressed to the Lenders, the Agent and its legal counsel in form satisfactory to the Lenders, acting reasonably.

"**COGEH Definitions**" means the definitions promulgated by the Canadian Oil and Gas Evaluation Handbook in effect from time to time.

"**Commodity Swap Contracts**" has the meaning attributed to it in Section 10.1(o).

"**Commitment Amount**" means Cdn.\$90,000,000, as it may be changed from time to time in accordance with the terms hereof.

"**Companies' Creditors Arrangement Act (Canada)**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, including the regulations made and, from time to time, in force under that Act.

"**Compliance Certificate**" means the certificate of the Borrower substantially in the form of Schedule D with the blanks completed.

"**Consolidated Net Tangible Assets**" means, as at any date of determination, all consolidated assets of the Borrower as shown in the most recent consolidated balance sheet of the Borrower, less the aggregate of the following amounts reflected upon such balance sheet:

- (a) all goodwill, deferred assets, trademarks, copyrights and other similar intangible assets; and

- (b) to the extent not already deducted in computing such assets and without duplication, depreciation, depletion, amortization, reserves and any other account which reflects a decrease in the value of an asset or a periodic allocation of the cost of an asset, provided that no deduction will be made under this paragraph (b) to the extent that such account reflects a decrease in value or periodic allocation of the cost of any asset referred to in paragraph (a) of this definition,

all as determined in accordance with GAAP.

"Contaminants" means those substances, pollutants, wastes and special wastes which are defined as contaminants, hazardous, toxic, or a threat to public health or to the Environment under any applicable Environmental Law, including any radioactive materials, urea formaldehyde foam insulation, asbestos or polychlorinated biphenyls (PCB's).

"Criminal Code (Canada)" means the *Criminal Code*, R.S.C. 1985, c. C-46, including the regulations made and, from time to time, in force under that Act.

"Current Assets" means on any date of determination, the consolidated current assets of the Borrower that would, in accordance with GAAP, be classified as of that date as current assets, plus any undrawn availability under the First Lien Credit Agreement, less any non-cash amount required to be included in current assets as the result of the application of GAAP including non-cash commodity and interest rate hedges assets and liabilities.

"Current Liabilities" means, on any date of determination, the consolidated liabilities of the Borrower that would, in accordance with GAAP, be classified as of that date as current liabilities, excluding (a) non-cash obligations under GAAP including non-cash commodity and interest rate hedges assets and liabilities, and (b) the current portion of long-term Debt, including the Debt hereunder.

"Debt" means, as at any date of determination, all obligations, liabilities and Indebtedness of the Borrower which would, in accordance with GAAP, be classified upon a consolidated balance sheet of the Borrower for such date as Indebtedness for borrowed money and, whether or not so classified, shall include (without duplication):

- (a) Indebtedness for borrowed money;
- (b) obligations arising pursuant to bankers' acceptances (including payment and reimbursement obligations in respect thereof);
- (c) obligations arising pursuant to letters of credit to the extent they support obligations which would otherwise constitute Debt within the meaning of this definition or indemnities issued in connection therewith;
- (d) obligations under guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the indebtedness for borrowed money of any other Person or the 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 indebtedness or such other obligations;

- (e) in respect of any capital lease, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with GAAP) of the lease payments of the lessee, including all rent and payments to be made by the lessee in connection with the return of the leased property, during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended);
- (f) all obligations representing the deferred purchase price of any property for a period in excess of 90 days, and all obligations created or arising under any conditional sales agreement or other title retention agreement, other than capital leases and operating leases;
- (g) deferred revenues relating to third party obligations;
- (h) the redemption amounts of any equity (each a "**Redeeming Party**") where the holder of such equity has the option to require the redemption of such equity for cash or property, other than equity of any of the Redeeming Parties, and payment of the redemption amounts;
- (i) all losses actually incurred under any Hedging Agreements that are due and owing, but for certainty, Debt shall not include the impact of any mark to market unrealized losses in respect of Hedging Agreements recorded in accordance with GAAP; and
- (j) without duplication of any of the matters referenced above, obligations under sale lease-back transactions.

"**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.

"**Departing Lender**" has the meaning ascribed thereto in Section 14.16.

"**Director**" means a director of a corporation and reference to action by the directors or board of directors when used with respect to a corporation means action by the directors of such corporation as a board or, whenever duly empowered, by an executive committee or any other duly authorized committee of the board.

"**Distribution**" means any:

- (a) payment of any dividend on or in respect of any shares, units or other ownership interests of any class in the capital of a Loan Party (including any thereof acquired through the exercise of warrants or rights of conversion, exchange or purchase);

- (b) redemption, retraction, purchase or other acquisition or retirement, in whole or in part, of shares, units or other ownership interests of any class in the capital of a Loan Party (including any thereof acquired through the exercise of warrants or rights of conversion, exchange or purchase);
- (c) payment of principal, interest or other amounts in whole or in part, of any Indebtedness of a Loan Party for borrowed money (including any Indebtedness incurred or assumed by a Loan Party pursuant to a capital lease or operating lease);
- (d) to (in the case of paragraphs (a) and (c) of this definition) or by or from (in the case of paragraph (b) of this definition) any shareholder or unitholder or any Affiliate of a shareholder or unitholder of a Loan Party (other than a Lender), whether made or paid in or for cash, property or both, or
- (e) transfer of any property for consideration of less than fair market value by a Loan Party to any shareholder or unitholder or to any Affiliate of a shareholder or unitholder of a Loan Party.

"Documents" means the Agreement and any other instruments or agreement entered into by the Parties relating to the Term Facility, including the Security and any document or agreement resulting from the operation of Section 4.1.

"Effective Date" has the meaning attributed to it in Section 3.6(b).

"Environment" means all components 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 Certificate" means the certificate substantially in the form of Schedule C with the blanks completed.

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

"Event of Default" means an event specified in Section 11.1.

"Exchange Rate Swap Contracts" has the meaning attributed to it in Section 10.4(b).

"Facility Fee" has the meaning attributed to it in Section 3.6(c).

"First Lien Agent" means The Toronto-Dominion Bank, as administrative agent under the First Lien Credit Agreement and its successors in such capacity.

"First Lien Credit Agreement" means the Amended and Restated Credit Agreement among the Borrower, as borrower, The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, Royal Bank of Canada, HSBC Bank Canada, Union Bank, Canada Branch and the other lenders party thereto from time to time, as lenders, and the First Lien Agent, dated October 8, 2014, as amended, supplemented, restated or otherwise modified from time to time.

"First Lien Documents" means the First Lien Credit Agreement and the other Documents (as defined in the First Lien Documents), each as amended, supplemented, restated or otherwise modified from time to time.

"First Lien Indebtedness" means the Indebtedness incurred by the Borrower from the First Lien Lenders in the maximum principal amount of up to \$220,000,000 pursuant to the terms of the First Lien Credit Agreement and, upon the Borrower's request, such increased amounts as consented to in writing by the Agent, such consent not to be unreasonably withheld.

"First Lien Lenders" means, collectively, The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, Royal Bank of Canada, HSBC Bank Canada, Union Bank, Canada Branch and the other lenders from time to time party to the First Lien Credit Agreement as lenders.

"First Party" has the meaning attributed to it in Section 15.4.

"Fiscal Quarter" means the three-month period commencing on the first day of each Fiscal Year and each successive three-month period thereafter during such Fiscal Year.

"Fiscal Year" means the Borrower's fiscal year commencing on January 1 of each year and ending on December 31 of such year.

"Floor Rate" has the meaning attributed to it in the definition of Canadian Prime Rate.

"GAAP" means generally accepted accounting principles which are in effect from time to time in Canada including, for certainty, IFRS to the extent IFRS is adopted in Canada.

"Hedging Agreements" has the meaning attributed to it in Section 10.4(e).

"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, the independent standard-setting body of the International Accounting Standards Committee Foundation (the **"IASC Foundation"**), and the International Financial Reporting Interpretations Committee, the interpretative body of the IASC Foundation.

"includes" means "includes without limitation" and **"including"** means "including without limitation".

"Income Tax Act (Canada)" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), including the regulations made and, from time to time, in force under that Act.

"Indebtedness" means, without duplication, the aggregate amount of all obligations, liabilities and indebtedness of a Person which would be classified under GAAP as indebtedness for borrowed money upon the consolidated balance sheet of such Person, including all long-term borrowings, the current portion of long-term borrowings, short-term borrowings, obligations under capital leases (classified as such under GAAP) and all obligations, contingent or otherwise, of any of the foregoing arising from any guarantee made by such Person in respect of any of the foregoing.

"Indemnified Parties" has the meaning attributed to it in Section 15.5.

"Individual Commitment Amount" means, from time to time, in respect of a Lender, that portion of the Commitment Amount which such Lender has severally agreed to make available to the Borrower in accordance with, and subject to, the terms and conditions of the Agreement.

"Intercreditor Agreement" means the Intercreditor Agreement entered into among Macquarie Bank Limited, as Lender and Agent under this Agreement, and The Toronto-Dominion Bank, as administration agent under the First Lien Credit Agreement, dated October 8, 2014, as amended, supplemented, restated or otherwise modified from time to time.

"Interest Rate Swap Contracts" has the meaning attributed to it in Section 10.4(c).

"Interest Act (Canada)" means the *Interest Act*, R.S.C. 1985, c. I-15, including the regulations made and, from time to time, in force under that Act.

"Judgment Interest Act (Alberta)" means the *Judgment Interest Act*, R.S.A. 2000, c. J-1, including the regulations made and from time to time in force under that Act.

"Law" means all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international, any judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any Administrative Body, and any policies, voluntary restraints, practices or guidelines of any Administrative Body, and including any principles of common law and equity.

"Lenders" means, initially Macquarie Bank Limited, and thereafter, each Lender which may become a Party to this Agreement, as a lender, by executing and delivering to the Agent an Assignment Agreement, and each of their respective successors and permitted assigns, and **"Lender"** means any one of them in such capacity.

"Lien" means any mortgage, lien, pledge, charge (whether fixed or floating), security interest, conditional sale or title retention agreement (other than operating leases in respect of tangible personal property which are not in the nature of financing transactions) or other encumbrance of any kind, contingent or absolute but excludes any contractual right of set-off created in the ordinary course of business and any writ of execution, or other similar instrument, arising from a judgment relating to the non-payment of indebtedness.

"Loan Parties" means, collectively, the Borrower and the Material Subsidiaries and **"Loan Party"** means any of them.

"Majority Lenders" means the Lenders holding, in aggregate, at least 66 ²/₃% of the aggregate of the Commitment Amount.

"Material Adverse Effect" means a material adverse effect on:

- (a) the financial condition of the Loan Parties, taken as a whole;
- (b) a Loan Party's ability to perform its obligations under the Documents or the validity or enforceability of a material provision of the Documents; or
- (c) the property, business, operations or liabilities of the Loan Parties, taken as a whole.

"Material Subsidiary" means, initially, Arriva and, concurrently with closing of the Ravenwood Acquisition, Ravenwood and, at any time, (a) a Subsidiary of the Borrower, the total assets of which (determined on an unconsolidated basis after excluding investments in and advances to the Borrower in accordance with GAAP) together with the assets of all other Subsidiaries that are not Material Subsidiaries exceeds 5% of the Consolidated Net Tangible Assets of the Borrower, and (b) any other Subsidiary that is or becomes a "Material Subsidiary" under and as defined in the First Lien Credit Agreement.

"Maturity Date" means the date specified in Section 3.2.

"New Rules" has the meaning attributed to it in Section 8.1(c).

"Non-Consenting Lender" has the meaning ascribed thereto in Section 14.16.

"Noon Rate" means, in relation to the conversion of one currency into another currency, the rate of exchange for such conversion as quoted by the Bank of Canada (or, if not so quoted, the spot rate of exchange quoted for wholesale transactions made by the Agent at Toronto, Ontario at approximately noon (Toronto time)).

"Notice of Borrowing" means, in relation to the Term Loan, a notice by the Borrower to the Agent substantially in form of Schedule H with the blanks completed.

"Obligations" means, without duplication, the aggregate amount of all obligations, liabilities and indebtedness of the Loan Parties to the Agent or any Lender under the Documents (including the Aggregate Principal Amount under the Term Facility and all interest and fees thereon) and all obligations, contingent or otherwise, of any of the foregoing arising from any guarantee made by a Person in respect thereof.

"Oil and Gas Ownership Certificate" the certificate of the Borrower substantially in the form of Schedule J with the blanks completed.

"Original Currency" has the meaning attributed to it in Section 15.4.

"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 a

Loan Party at such time in and to any, or such as are stipulated, of the following, by whatever name the same are known:

- (a) rights to explore for, drill for, produce, take, save or market Petroleum Substances from or allocated to its lands or lands with which the same have been pooled or unitized;
- (b) rights to a share of the production of Petroleum Substances from or allocated to its lands or lands with which the same have been pooled or unitized;
- (c) 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 its lands or lands with which the same have been pooled or unitized;
- (d) rights of any Loan Party in lands or documents of title related thereto, including leases, subleases, licenses, permits, reservations, rights and privileges; and
- (e) rights to acquire any of the above rights described in paragraphs (a) through (d) of this definition,

and includes interests and rights known as 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.

"**Participant**" has the meaning attributed to it in Section 13.4.

"**Parties**" means the Borrower, the Agent and the Lenders and their respective successors and permitted assigns, and "**Party**" means any one of the Parties.

"**PDP Asset Coverage Ratio**" means the ratio of (a) PDP Present Value, to (b) Total Debt.

"**PDP Present Value**" means the present value (discounted at 10.0%) of future net revenues attributable to all Proved Developed Reserves from the Properties calculated based on the Reserve Report most recently delivered to the Agent pursuant to Section 10.2(c). A percentage (as determined by the Agent in its sole and absolute discretion) of the PDNP Present Value for drilled oil and gas wells that have not yet been connected to enable sales will be added to PDP Present Value.

"**PDNP Present Value**" means the present value (discounted at 10.0%) of future net revenues attributable to all PDNP Reserves from the Properties calculated based on the Reserve Report most recently delivered to the Agent pursuant to Section 10.2(c).

"**PDNP Reserves**" means Proved Reserves which are categorized as "Developed non-producing reserves" in the COGEH Definitions.

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

"Permitted Dispositions" means any:

- (a) sale or disposition of Properties (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 Borrower, it is necessary to do so in order to facilitate the orderly exploration, development or operation of such Properties;
- (b) sale or disposition in the ordinary course of business and in accordance with sound industry practice of tangible personal property forming part of the Properties that is obsolete, no longer useful for its intended purpose or being replaced in the ordinary course of business;
- (c) sale or disposition of current production from Properties made in the ordinary course of business;
- (d) sales or dispositions of Properties and related tangibles made in the ordinary course of business for fair market value to third parties having an aggregate fair market value not exceeding the Threshold Amount since the last Borrowing Base Determination Date; and
- (e) subject to Section 10.4(i), sales or dispositions of Properties between Material Subsidiaries or between the Loan Parties;

provided, in each case, that no Default or Event of Default has occurred and is continuing.

"Permitted Distribution" means:

- (a) a Distribution from one Loan Party to another Loan Party; and
- (b) a Distribution consented to by the Majority Lenders prior to the payment thereof.

"Permitted Encumbrances" 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 Law against any of a Loan Party or 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, any Lien which a Loan Party is in good faith contesting if such contest involves no risk of loss that could reasonably be expected to have a Material Adverse Effect and an adequate reserve in accordance with GAAP has been established by the Borrower;
- (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 Loan Parties' 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, any Lien which a Loan Party is in good faith contesting if such contest involves no risk of loss that could reasonably be expected to have a Material Adverse Effect and an adequate reserve in accordance with GAAP has been established by the Borrower;

- (c) to the extent a Lien is created thereby, a sale or disposition of oil and gas properties resulting from any pooling or unitization agreement entered into in the ordinary course of business when, in any of the Loan Parties' reasonable judgment, it is necessary to do so in order to facilitate the orderly exploration, development or operation of such properties, provided that, a Loan Party's resulting pooled or unitized interest is proportional (either on an acreage or reserve basis) to the interest contributed by it and is not materially less than a Loan Party's interest in such 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;
- (d) to the extent a Lien is created thereby, farmout interests or overriding royalty interests, net profit interests, reversionary interests and carried interests in respect of any of the Loan Parties' P&NG Rights that are or were entered into with or granted to arm's length third parties in the ordinary course of business and in accordance with sound industry practice;
- (e) Liens for penalties arising under non-participation provisions of operating agreements in respect of any of the Loan Parties' P&NG Rights or related facilities, if such Liens could not reasonably be expected to have a Material Adverse Effect;
- (f) easements, rights-of-way, servitudes, zoning or other similar rights or restrictions in respect of land held by any Loan Party (including rights-of-way and servitudes for railways, sewers, drains, pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) which, either alone or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;
- (g) any Lien or trust arising in connection with worker's compensation, employment insurance, pension and employment Law;
- (h) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, franchise, grant or permit acquired by a 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;
- (i) 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;

- (j) 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 P&NG Rights or related facilities of a Loan Party;
- (k) public and statutory Liens not yet due and similar Liens arising by operation of Law;
- (l) the Security;
- (m) the interest of any Person under any Purchase Money Lien, or capital lease to the extent the underlying obligation in respect thereof is Permitted Indebtedness;
- (n) any Lien created under any of the First Lien Documents; and
- (o) any Lien from time to time disclosed by the Borrower to the Agent and which is consented to by the Lenders.

"Permitted Indebtedness" means:

- (a) Obligations of the Loan Parties under the Term Facility or any of the Documents;
- (b) Indebtedness of a Loan Party arising under Purchase Money Liens and capital leases which, in the aggregate, do not exceed the Threshold Amount;
- (c) Indebtedness of a Loan Party owing to another Loan Party; and
- (d) the First Lien Indebtedness, subject to the terms of the Intercreditor Agreement.

"Permitted Swap Indebtedness" means Swap Indebtedness permitted by the provisions of Section 10.4(b), (c), (d) and (e); provided that if a Swap Lender does not have actual knowledge that such Swap Indebtedness was not permitted under such Section at the time the applicable Hedging Agreement was entered into by such Swap Lender, then such Swap Indebtedness will be deemed to be a Permitted Swap Indebtedness for purposes of Section 11.4.

"Person" means an individual, a partnership, a corporation, a company, a trust, 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.

"Post-Closing Amalgamation" means the amalgamation of Petrus Resources Ltd., Arriva and Ravenwood that will take place on or after the Closing Date in accordance with Section 10.1(p).

"Properties" means the Proved Reserves, Proved Developed Reserves, PUD Reserves, PDNP Reserves and related properties and facilities of the Loan Parties.

"Proved Asset Coverage Ratio" means the ratio of (a) Total Adjusted Present Value, to (b) Total Debt.

"Proved Developed Reserves" means "Proved Reserves" that are categorized as "Developed producing reserves", as each such term is construed in the COGEH Definitions.

"Proved Reserves" has the meaning given to that term in the COGEH Definitions.

"PUD Present Value" means the present value (discounted at 10.0%) of future net revenues attributable to all PUD Reserves from the Properties calculated based on the Reserve Report most recently delivered to the Agent pursuant to Section 10.2(c).

"PUD Reserves" means Proved Reserves which are categorized as "Undeveloped reserves" in the COGEH Definitions.

"Purchase Money Lien" means a Lien, whether given to a vendor, lender or any other Person, securing indebtedness assumed or incurred as, or to provide, all or part of the purchase price or other acquisition cost of property, other than P&NG Rights, which Lien is limited exclusively to such property and any proceeds thereof and any extension, renewal, refinancing or replacement thereof.

"Rateable Portion" means, at any time and from time to time with respect to each Lender in respect of the Term Facility, the portion of the Individual Commitment Amount of a Lender relative to the Commitment Amount of all Lenders; provided that the Rateable Portion of a Lender after an Event of Default has occurred and is continuing shall be the portion of the Aggregate Principal Amount owing to such Lender relative to the Aggregate Principal Amount owing to all Lenders.

"Ravenwood" means Ravenwood Energy Corp.

"Ravenwood Acquisition" means the acquisition by the Borrower of Ravenwood in accordance with the Ravenwood Pre-Acquisition Agreement.

"Ravenwood Pre-Acquisition Agreement" means the pre-acquisition agreement between the Borrower and Ravenwood dated August 1, 2014.

"Release" includes releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

"Resignation Notice" has the meaning attributed to it in Section 14.9.

"Security" has the meaning attributed to it in Section 4.1 and includes any other Lien hereafter granted by the Borrower to secure the payment of the Obligations in connection with the Term Facility and any Swap Indebtedness.

"Subsidiary" means any Person of which more than 50% of the outstanding Voting Securities are owned, directly or indirectly by or for the Borrower, provided that the ownership of such securities confers the right to elect at least a majority of the board of directors of such Person, or

a majority of Persons serving similar roles and includes any legal entity in like relationship to a Subsidiary.

"**Successor Agent**" has the meaning attributed to it in Section 14.9.

"**Swap Documents**" has the meaning attributed to it in Section 4.1.

"**Swap Indebtedness**" means the actual Indebtedness or obligations of the Borrower to a Swap Lender under or pursuant to a Swap Document, including the Existing Swaps.

"**Swap Lender**" means any Lender or any Affiliate thereof that is a hedge provider under a Swap Document, that is entered into prior to such Swap Lender ceasing to be a Lender. For greater certainty, any Person who enters into a Swap Document after such Person ceases to be a Lender is not a Swap Lender.

"**Taxes**" means all taxes of any kind or nature whatsoever including income taxes, capital taxes, minimum taxes, levies, imposts, stamp taxes, royalties, duties, charges to tax, value added taxes, commodity taxes, goods and services taxes, and all fees, deductions, compulsory loans, withholdings and restrictions or conditions resulting in a charge imposed, levied, collected, withheld or assessed as of the date hereof or at any time in the future by any governmental or quasi-governmental authority of or within any jurisdiction whatsoever having power to tax, together with penalties, fines, additions to tax and interest thereon and any instalments in respect thereof.

"**Term Facility**" means the term facility established from time to time in favour of the Borrower by the Lenders pursuant to Section 3.1.

"**Term Loan**" means the loan provided to the Borrower by the Lenders under the Term Facility in the initial Aggregate Principal Amount of Cdn.\$90,000,000.

"**Threshold Amount**" means 5% of the aggregate First Lien Indebtedness.

"**Total Adjusted Present Value**" means an amount, based on the Reserve Report most recently delivered to the Agent pursuant to Section 10.2(c), equal to the sum of (a) the PDP Present Value (with no single oil and gas well comprising more than 25% of the PDP Present Value) plus (b) the PDNP Present Value plus (c) the PUD Present Value; but:

- (a) if the sum of PDNP Present Value plus the PUD Present Value exceeds 50% of the amount that would otherwise be the Total Adjusted Present Value, then the Total Adjusted Present Value will instead be an amount equal to twice the PDP Present Value; and

the Agent will, in consultation with the Borrower, make appropriate adjustments to the calculation of Total Adjusted Present Value to reflect material purchases, sales and discoveries of Petroleum Substances by the Borrower since the effective date of the Reserve Report most recently delivered to the Agent pursuant to Section 10.2(c).

"Total Debt" means, at any date, the Debt of the Borrower as of such day, and to the extent not otherwise included therein, any working capital deficit of the Borrower.

"U.S. Dollars" or **"U.S. \$"** each means such currency of the United States of America which, as at the time of payment or determination, is legal tender therein for the payment of public or private debts.

"Voting Securities" means securities of capital stock of any class of any corporation, partnership units in the case of a partnership, trust units in the case of a trust, or other evidence of ownership serving similar purposes, 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 will not be considered Voting Securities, whether or not such event will have occurred, nor will any securities be deemed to cease to be Voting Securities solely by reason of a right to vote accruing to securities of another class or classes by reason of the happening of such event.

"Working Capital Ratio" means the ratio of Current Assets to Current Liabilities.

**SCHEDULE B
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014**

PART 1

COMMITMENTS OF LENDERS

Term Facility

LENDER	INDIVIDUAL COMMITMENT AMOUNT
Macquarie Bank Limited	Cdn. \$90,000,000
TOTAL :	Cdn. \$90,000,000

SCHEDULE C
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

FORM OF ENVIRONMENTAL CERTIFICATE

TO: **MACQUARIE BANK LIMITED ("MBL")**, as Agent for the Lenders under the Credit Agreement

RE: **PETRUS RESOURCES LTD.** – Credit Agreement made as of October 8, 2014 between Petrus Resources Ltd., the Lenders, and MBL as lender and Agent for the Lenders (the "**Credit Agreement**").

Date:

This certificate is delivered pursuant to Section [2.1(vi)/10.2(e)] of the Credit Agreement.

I, _____, am the duly appointed [**insert name of office**] 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, as follows:

1. The following certifications are made to the best of my knowledge after due enquiry. My due enquiry has been limited to discussions and correspondence with responsible officers and staff of the Loan Parties to confirm that the internal environmental reporting and response procedures of the Loan Parties have been followed in all material respects as they relate to the certifications made herein and that the matters herein set forth are true and correct, and that matters reported on by such officers and staff are true and correct.
2. The following certifications in paragraphs 3 through 9 are qualified as to (i) the matters, if any, disclosed in Exhibit 1 hereto, and (ii) any breach of, or failure to comply with, any Environmental Laws, provided that the breach or failure to comply has not had, or could not reasonably be expected to have (whether on an individual or cumulative basis), a Material Adverse Effect.
3. The property of the Loan Parties is owned, leased, managed, controlled or operated, in compliance with Environmental Laws.
4. There are no existing, pending or threatened (by written notice):
 - (a) claims, complaints, notices or requests for information received from an Administrative Body by any Loan Party, or of which any Loan Party is otherwise aware, with respect to any alleged violation of or alleged liability under any Environmental Laws by any Loan Party; or
 - (b) stop, cleanup or preventative orders, direction or action requests, notice of which has been received from an Administrative Body by any Loan Party or of which any Loan Party is otherwise aware, relating to the Environment which as a result thereof, requires any work, repair, remediation, cleanup, construction or capital

expenditure with respect to any property owned, leased, managed, controlled or operated by any Loan Party.

5. Except in compliance with Environmental Laws, no Contaminant has been received, handled, used, stored, treated or shipped at or from, and there has been no discharge or Release of a Contaminant at, on, from or under any property owned, leased, managed, controlled or operated by any Loan Party, which could reasonably be expected to have a Material Adverse Effect.
6. None of the lands and facilities owned, leased, managed, controlled or operated by any Loan Party, have been used as a land fill site or, except in compliance with Environmental Laws, as a waste disposal site.
7. No condition exists, at, on or under any of the premises or facilities owned, leased, managed, controlled or operated by any Loan Party, which with the passage of time, or the giving of notice or both, has given rise to or could reasonably be expected to give rise to a violation or liability under any Environmental Laws.
8. No Loan Party is aware of any matter affecting the Environment which has had or could reasonably be expected to have a Material Adverse Effect.
9. The Borrower:
 - (a) has obtained and has caused each Material Subsidiary to obtain all permits, licenses and other authorizations (collectively the "**Permits**") which are required under Environmental Laws and is in compliance with all terms and conditions of all Permits; and
 - (b) certifies that each of the Permits is in full force and effect and unrevoked as of the date of this certificate.

The undersigned officer acknowledges that the Lenders are relying on this certificate in connection with the Credit Agreement.

Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

Dated as of the date first above written.

By: _____

Name:

Title:

EXHIBIT 1

NONE

SCHEDULE D
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

FORM OF COMPLIANCE CERTIFICATE

TO: **MACQUARIE BANK LIMITED ("MBL")**, as Agent for the Lenders under the Credit Agreement

RE: **PETRUS RESOURCES LTD.** – Credit Agreement made as of October 8, 2014 between Petrus Resources Ltd., the Lenders, and MBL as lender and Agent for the Lenders (the "**Credit Agreement**").

Date:

This Compliance Certificate is delivered pursuant to Section 10.2(e) of the Credit Agreement.

I, _____, am the duly appointed [**insert name of office**] 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) This Compliance Certificate applies to the Fiscal [**Quarter/Year**] of the Borrower ending _____, _____ (the "**Calculation Date**");
- (b) I am familiar with and have examined the provisions of the Credit Agreement and I have made such reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and each of its Material Subsidiaries as I have deemed necessary for purposes of this Compliance Certificate;
- (c) Based on the foregoing, no Default of Event of Default has occurred and is continuing except as previously disclosed in writing to the Agent pursuant to Section 10.2(a) of the Credit Agreement;
- (d) As at the end of the most recent Fiscal Quarter the Working Capital Ratio was ____:1.0.
- (e) The cumulative proceeds received by the Borrower in respect of sales, conveyances and dispositions of Properties or related facilities since the last Borrowing Base Determination Date is \$ _____;
- (f) The Indebtedness of the Loan Parties under all swaps as at the Calculation Date is as follows:

- (i) Exchange Rate Swap Contracts – Cdn. \$ _____ and the notional amount swapped thereunder is Cdn. \$ _____; covering ____% of the forecasted U.S. Dollar revenues of Loan Parties;
- (ii) Interest Rate Swap Contracts - Cdn. \$ _____ and the notional amount thereof is Cdn. \$ _____; covering ____% of the Aggregate Principal Amount of the Syndicated Facility; and
- (iii) Commodity Swap Contracts – the quantity of (A) crude oil, (B) natural gas liquids, and (C) natural gas subject to swaps in respect of each of the first, second, third and fourth years following the end of the Calculation Date, represents, (I) in the case of crude oil, ____%, ____%, ____% and ____%, respectively, (II) in the case of natural gas liquids, ____%, ____%, ____% and ____%, respectively, and (III) in the case of natural gas, ____%, ____%, ____% and ____%, respectively, in each case, of the Loan Parties’ average aggregate daily production of the applicable commodity during the Fiscal Quarter ending on the Calculation Date.

The foregoing amounts were calculated by the Borrower on a mark-to-market basis as at the Calculation Date, and by converting all amounts in U.S. Dollars at such date based on the Noon Rate on such date. The details of all of the Loan Parties’ Hedging Agreements are set forth in Exhibit 1 hereto.

- (g) As of the date hereof, the Borrower has no Material Subsidiaries or Subsidiaries other than these listed in Schedule J to the Credit Agreement and the information contained in such schedule remains true and correct in all material respects. **[or: Schedule J to the Credit Agreement is revised as follows: (list changes here)].**

Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

Dated as of the date first above written.

By: _____

Name:

Title:

EXHIBIT 1

HEDGING AGREEMENTS

Applicable to the Fiscal Quarter of Petrus Resources Ltd. ending _____

Details of Hedging Agreements to which the Borrower and its Material Subsidiaries are a party as of _____, _____.

(Note: List all hedging agreements to which any Loan Party is a party)

Deal Type	Counterparty	Notional Amounts or Volumes	Start Date	Maturity Date	Mark-to Market	Deal Description
Exchange Rate						
Interest Rate						
Commodity:						
(a) physically settled						
(b) financially settled						
Other						
TOTAL						

SCHEDULE E
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

FORM OF ASSIGNMENT AGREEMENT

TO: **MACQUARIE BANK LIMITED ("MBL")**, as Agent for the Lenders under the Credit Agreement

RE: **PETRUS RESOURCES LTD.** – Credit Agreement made as of October 8, 2014 between Petrus Resources Ltd., the Lenders, and MBL as lender and Agent for the Lenders (the "**Credit Agreement**").

Date: [■] (the "**Effective Date**")

Unless otherwise indicated, terms defined in the Credit Agreement have the same meanings when used herein.

1. **[Name of assignee lender]** (the "**Assignee**") acknowledges that its proper officers have received and reviewed a copy of the Credit Agreement and the other Documents and further acknowledges the provisions of the Credit Agreement and the other Documents.
2. The Assignee desires to become a Lender under the Credit Agreement. Effective on the Effective Date, **[Name of assigning lender]** (the "**Assignor**") has agreed to and does hereby sell, assign and transfer to the Assignee, and the Assignee hereby irrevocably purchases and assumes, an interest in the Term Facility, the Assignee assumes the obligations of the Assignor in respect of the Assignor's Individual Commitment Amount to the extent of Cdn. \$[■] of such commitment (the "**Assigned Commitment**"), and a share of the rights of the Assignor as a Lender under the Credit Agreement to the extent of the Assigned Commitment, including without limitation a share (the "**Pro Rata Share**") of the rights of the Assignor with respect to the Aggregate Principal Amount owing to the Assignor under the Term Facility equal to the proportion that the amount of the Assigned Commitment bears to Cdn. \$[■] (being the amount of the Individual Commitment Amount of the Assignor on the Effective Date prior to the assignment and transfer under this Assignment Agreement) (the Assigned Commitment and such Pro Rata Share are referred to herein as the "**Assigned Interest**"); and, accordingly, the Assignee has agreed to execute this Assignment Agreement and deliver an original of it to the Agent, and a copy to each of the Lenders and the Borrower.
3. The Assignee, by its execution and delivery of this Assignment Agreement, agrees that from and after the date hereof it will be a Lender under the Credit Agreement to the extent of the Assigned Commitment and the Pro Rata Share and agrees to be bound by and to perform, where required, all of the terms, conditions and covenants of the Credit Agreement and the other Documents applicable to a Lender.
4. The Assignee confirms that its Individual Commitment Amount under the Credit Agreement will be as follows:

[State amount thereof in Canadian Dollars.]

5. The Assignee agrees to assume all liabilities and obligations of the Assignor as a Lender under the Credit Agreement and the other Documents to the extent of the Assigned Interest provided for herein and the Assignor is hereby released and discharged from such obligations and liabilities to the same extent but only in respect of such obligations and liabilities arising from and after the Effective Date.
6. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Documents, (iii) the financial condition of the Borrower and its Subsidiaries or any other Person obligated in respect of any Document or (iv) the performance or observance by any Loan Party or any other Person of any of their respective obligations under any Document.
7. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it has received a copy of the Credit Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Agent or any other Lender; and (b) agrees that (i) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, and (ii) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Documents, and (iii) it will perform in accordance with their terms all of the obligations which by the terms of the Documents are required to be performed by it as a Lender.
8. From and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.
9. Notices will be given to the Assignee in the manner provided for in the Credit Agreement at the following address:

[■]

Attention: [■]

Facsimile: [■]

10. This Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment Agreement by facsimile or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment Agreement. This Assignment Agreement shall be governed by, and construed in accordance with, the Laws in force in the Province of Alberta from time to time.

Dated this ■ day of ■, 20__.

[Name of Assignee]

By: _____
Name:
Title:

* * *

The Assignor hereby acknowledges the above Assignment Agreement and agrees that its Individual Commitment Amount is reduced by an amount equal to the Individual Commitment Amount assigned to the assignee hereby.

Dated this ■ day of ■, 20__.

[Name of Assignee]

By: _____
Name:
Title:

Consented to and acknowledged this _____ day of _____, 20__ by:

MACQUARIE BANK LIMITED, as Agent

PETRUS RESOURCES LTD.

[while No Event of Default exists]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE F
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

FORM OF DEBENTURE

Agent and Address: **MACQUARIE BANK LIMITED,**
 in its capacity as Agent (as defined below)
 Level 1, No. 1 Martin Place
 Metals and Energy Capital
 Sydney
 New South Wales 2000
 Australia

Date: [●]

PREAMBLE:

- A.** Petrus Resources Ltd., as borrower (the "**Borrower**"), Macquarie Bank Limited and those other financial institutions who from time to time become lenders thereunder, as lenders (collectively, the "**Lenders**"), and Macquarie Bank Limited, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") are parties to a credit agreement dated the date hereof (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, the "**Credit Agreement**").
- B.** [●] (the "**Debtor**") is a Material Subsidiary of the Borrower. Pursuant to the terms and conditions of the Credit Agreement, the Debtor executed and delivered to and in favour of the Agent for the benefit of the Petrus Lenders (as defined below) a guarantee dated the date hereof (such guarantee, as it may be amended, supplemented or otherwise modified or restated from time to time, the "**Guarantee**"), pursuant to which the Debtor guaranteed the payment and performance of the Obligations (as defined in the Guarantee).
- C.** The Debtor has, or may, enter into with, and incur indebtedness to, a Swap Lender pursuant to the terms of any Swap Documents.
- D.** To secure the payment and performance of the Principal Sum, the Debtor has agreed to grant to the Agent, for its own benefit and on behalf of the Lenders and the Swap Lenders (collectively, the "**Petrus Lenders**"), a security interest over the Collateral (as hereinafter defined) in accordance with the terms of this Debenture.
- E.** The Petrus Lenders have agreed to share the Security, including, without limitation, this Debenture, on a *pari passu* basis with each other pursuant to Section 4.2 of the Credit Agreement.
- F.** Capitalized words and phrases used but not otherwise defined in this Debenture will have the meanings set out in the Credit Agreement.

1. PROMISE TO PAY

1.1 The Debtor, a body corporate formed under the laws of the Province of [●], for value received, hereby acknowledges itself indebted and promises to pay **ON DEMAND** to or to the order of the Agent for its own benefit and on behalf of the Petrus Lenders from time to time or any subsequent holder or holders of this Debenture, the Principal Sum set out below in lawful money of Canada at such place as the Agent, from time to time, may designate by notice in writing to the Debtor, and to pay interest thereon from the date of demand at the rate set out below in like money at the same place on the last day of each month following demand and, should the Debtor at any time make default in payment of any principal or interest, to pay interest both before and after default and judgment on the amount in default at the same rate in like money at the same place on the same dates.

2. PRINCIPAL SUM

2.1 The "**Principal Sum**" is Canadian \$250,000,000.

3. INTEREST RATE

3.1 The "**Interest Rate**" will be a nominal interest rate equal to 21% per annum.

4. SECURITY

4.1 As general and continuing collateral security for the due payment of the Principal Sum, interest and all other monies payable hereunder or from time to time secured hereby and as security for the performance and observance of the covenants and agreements on the part of the Debtor herein contained, the Debtor hereby grants, assigns, pledges, mortgages and charges to and in favour of the Agent for and on behalf of the Petrus Lenders, as and by way of: (i) a floating charge, all of the Debtor's present and after-acquired real property wherever situate, and (ii) a security interest in and to all of the Debtor's present and after-acquired personal property, tangible and intangible, in each case, of every nature and kind and wherever situate and all proceeds thereof in the form of "goods", "chattel paper", "investment property", "documents of title", "instruments", "money" or "intangibles" (each as defined in the *Personal Property Security Act* (Alberta)). In this Debenture, the mortgages, charges and security interests hereby constituted are called the "**Security Interest**" and the subject matter of the Security Interest is called the "**Collateral**".

4.2 Until the Security Interest becomes enforceable, the Debtor, subject to the terms of the Credit Agreement, the Swap Documents, the Security, the Documents and any other documents, instruments and agreements, including any guarantees by the Debtor, entered into pursuant thereto or in connection therewith from time to time (collectively, the "**Credit Documents**"), may dispose of or deal with the Collateral in the ordinary course of its business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Security Interest. In the event of any such disposition in the ordinary course of business, or as permitted by the Credit Agreement the Agent will, at the written request of the Debtor which will include a certificate of the Debtor stating that such Collateral is being dealt with or disposed of in accordance with this Section 4.2, release its Security Interest over the Collateral which has been disposed.

4.3 Without limiting its rights hereunder to crystallize the Security Interest in any other manner, the Agent may, at any time after the occurrence of a Default or Event of Default under any of the Credit Documents or to the extent expressly provided for in any of the Credit Documents, crystallize the Security Interest in respect of all or a portion of the Collateral which is subject to the floating charge in Section 4.1 hereof by (a) giving notice to the Debtor of, and (b) registering this Debenture or a caveat, security notice, financing statement or other instrument in respect of this Debenture, at any public registry or other office maintained for the purposes of registering fixed and specific mortgages and charges, security interests and other like interests, and after such crystallization, the Security Interest in respect of such Collateral that is the subject of the registration shall constitute a fixed and specific mortgage and charge and security interest to and in favour of the Agent, its successors and assigns, in respect of such Collateral, and the Debtor shall not thereafter dispose of or otherwise deal with such Collateral without the consent of the Agent or as permitted by the Credit Agreement. The Debtor shall execute such further documents and do all acts reasonably requested by the Agent to give effect to the foregoing.

4.4 The Security Interest will not extend or apply to the last day of the term of any lease of real property or agreement therefor, but upon the enforcement of the Security Interest, the Debtor will stand possessed of such last day in trust to assign the same at the direction of the Agent to any Person acquiring such term.

4.5 The Debtor confirms that value has been given, that the Debtor has rights in the Collateral, and that the Debtor and the Agent, for and on behalf of the Petrus Lenders, have not agreed to postpone the time for attachment of the Security Interest to any of the Collateral. In respect of Collateral which is acquired after the date of execution hereof, the time for attachment will be the time when the Debtor acquires such Collateral.

4.6 The Agent, for and on behalf of the Petrus Lenders, is the party entitled to receive all amounts payable hereunder and to give a discharge hereof.

4.7 The Security Interest does not and will not extend to, and the Collateral will not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Security Interest would constitute a breach of the terms of or permit any Person to terminate the Contractual Rights, but the Debtor will hold its interest therein in trust for the Agent to the extent permitted by Law and will assign such Contractual Rights to the Agent forthwith upon obtaining the consent of the other party or parties thereto.

4.8 Notwithstanding the provisions of this Debenture, (i) the Debtor shall remain liable to perform all of its duties and obligations in regard to the Collateral (including, without limitation, of all of its duties and obligations arising under any leases, licenses, permits, reservations, contracts, agreements, instruments, contractual rights and governmental orders, authorizations, licenses and permits now or hereafter pertaining thereto) to the same extent as if this Debenture had not been executed; (ii) the exercise by the Agent of any of its rights and remedies under or in regard to this Debenture shall not release the Debtor from such duties and obligations; and (iii) the Agent shall have no liability for such duties and obligations or be accountable for any reason to the Debtor and the Petrus Lenders by reason only of the execution and delivery of this Debenture.

4.9 The Agent and its successors and assigns shall have and hold the Collateral, together with all tenements, hereditaments and appurtenances thereto, in accordance with the terms of the Credit Documents.

4.10 To the extent permitted by applicable Law, the Security Interest shall not be impaired by any indulgence, moratorium or release which may be granted including, but not limited to, any renewal, extension or modification which may be granted with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which may be granted in respect of the Collateral, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any of the Secured Obligations (as hereinafter defined).

4.11 The Debtor agrees and acknowledges that the Security Interest and the Collateral are being shared on a *pari passu* basis, in accordance with the Credit Agreement, among the Petrus Lenders and this Debenture is being held by the Agent for its own benefit and on behalf of the Petrus Lenders.

5. ENFORCEMENT

5.1 **Remedies.** Subject to the terms of the Credit Documents, upon the Security Interests becoming enforceable in accordance therewith and herewith, the Agent will be entitled to exercise any of the remedies specified below:

- (a) **Receiver.** The Agent may appoint by instrument in writing one or more receivers, managers or receiver/managers for the Collateral or the business and undertaking of the Debtor pertaining to the Collateral (the "**Receiver**"). Any such Receiver will have, in addition to any other rights, remedies and powers which a Receiver may have at law, in equity or by statute, the rights and powers set out in clauses (b) through (e) in this Section 5.1. In exercising such rights and powers, any Receiver will act as and for all purposes will be deemed to be the agent of the Debtor and neither the Agent nor any Petrus Lender will be responsible for any act or default of any Receiver. The Agent may remove any Receiver and appoint another from time to time. No Receiver appointed by the Agent need be appointed by, nor need its appointment be ratified by, or its actions in any way supervised by, a court.
- (b) **Power of Sale.** Any Receiver may sell, consign, lease or otherwise dispose of any Collateral by public auction, private tender, private contract, lease or deferred payment with or without notice, advertising or any other formality, all of which are hereby waived by the Debtor to the extent permitted by applicable Law. Any Receiver may, at its discretion establish the terms of such disposition, including terms and conditions as to cash proceeds, credit, upset, reserve bid or price. All payments made pursuant to such dispositions will be credited against the Principal Sum only as they are actually received. Any Receiver may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Receiver has taken possession of the Collateral.

- (c) **Pay Liens and Borrow Money.** Any Receiver may pay any liability secured by any actual or threatened Security Interest against any Collateral. Any Receiver may borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Debtor pertaining to the Collateral and may grant Security Interests in any Collateral (in priority to the Security Interest or otherwise) as security for the money so borrowed. The Debtor will forthwith upon demand reimburse the Receiver for all such payments and borrowings and such payments and borrowings will be secured hereby and will be added to the money hereby secured and bear interest at the rate set forth in Section 3.1 hereof.
- (d) **Dealing with Collateral.** Any Receiver may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with any Collateral in such manner, upon such terms and conditions and at such time as it deems advisable, including without limitation:
 - (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;
 - (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with Section 5.1(d)(i);
 - (iii) to file any claims or take any action or institute any proceedings which the Agent may deem to be necessary or desirable for the collection of the Collateral or to enforce compliance with the terms and conditions of any contract or any account; and
 - (iv) to perform the affirmative obligations of the Debtor hereunder (including all obligations of the Debtor pursuant to this Debenture and the Credit Documents).
- (e) **Carry on Business.** The Agent or any Receiver may carry on, or concur in the carrying on of, any or all of the business or undertaking of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor.
- (f) **Right to Have Court Appoint a Receiver.** The Agent may, at any time, apply to a court of competent jurisdiction for the appointment of a Receiver, or other official, who may have powers the same as, greater or lesser than, or otherwise different from, those capable of being granted to a Receiver appointed by the Agent pursuant to this Debenture.
- (g) **Agent May Exercise Rights of a Receiver.** In lieu of, or in addition to, exercising its rights, remedies and powers under clauses (a), (f) and (h) of this Section 5.1, the Agent has, and may exercise, any of the rights and powers which are capable of being granted to a Receiver appointed by the Agent pursuant to this Debenture.

- (h) **Retention of Collateral.** Subject to applicable Law, the Agent may elect to retain any Collateral in satisfaction of the Principal Sum and, if it does so, may designate any part of the Principal Sum to be satisfied by the retention of particular Collateral which the Agent considers to have a net realizable value approximating the amount of the designated part of the Principal Sum, in which case only the designated part of the Principal Sum will be deemed to be satisfied by the retention of the particular Collateral.
- (i) **Limitation of Liability.** Neither the Agent nor any Petrus Lender will be liable or accountable for any failure to take possession of, seize, collect, realize, dispose of, enforce or otherwise deal with any Collateral and none of them will be bound to institute proceedings for any such purposes or for the purpose of reserving any rights, remedies and powers of the Agent, the Debtor or any other Person in respect of any Collateral. If any Receiver or the Agent takes possession of any Collateral, neither the Agent, any Petrus Lender nor any Receiver will have any liability as a mortgagee in possession or be accountable for anything except actual receipts.
- (j) **Extensions of Time.** Upon the Security Interest becoming enforceable in accordance with the terms of this Debenture, the Agent may grant renewals, extensions of time and other indulgences, accept compositions, grant releases and discharges, and otherwise deal or fail to deal with the Debtor, debtors of the Debtor, guarantors, sureties and others and with any Collateral as the Agent may see fit, all without prejudice to the liability of the Debtor to the Agent or the Agent's rights, remedies and powers under this Debenture or under any other Credit Documents.
- (k) **Validity of Sale.** No Person dealing with the Agent or any Receiver, or with any officer, employee, agent or solicitor of the Agent or any Receiver will be concerned to inquire whether the Security Interest has become enforceable, whether the rights, remedies or powers of the Agent or the Receiver have become exercisable, whether the Principal Sum remains outstanding or otherwise as to the proprietary or regularity of any dealing by the Agent or the Receiver with any Collateral or to see to the application of any money paid to the Agent or the Receiver, and in the absence of fraud on the part of such Person such dealings will be deemed, as regards such Person, to be within the rights, remedies and powers hereby conferred and to be valid and effective accordingly.
- (l) **Effect of Appointment of Receiver.** As soon as the Agent takes possession of any Collateral or appoints a Receiver, all powers, functions, rights and privileges of the Debtor including, without limitation, any such powers, functions, rights and privileges which have been delegated to directors, officers of the Debtor or committees with respect to such Collateral will cease, unless specifically continued by the written consent of the Agent or the Receiver.
- (m) **Time for Payment.** If the Agent demands payment of the Principal Sum after the Security Interest becomes enforceable or if the Principal Sum is

otherwise due by maturity or acceleration, it will be deemed reasonable for the Agent to exercise its remedies immediately if such payment is not made, and any days of grace or any time for payment that might otherwise be required to be afforded to the Debtor at law or in equity is hereby irrevocably waived to the extent permitted by applicable Law.

- (n) **No Implied Waiver.** The rights of the Petrus Lenders and the Agent under any Credit Document will not be capable of being waived or varied otherwise than by an express waiver or variation in writing, and in particular any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any of such rights will not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on the part of any Petrus Lenders or the Agent or on its behalf will in any way preclude any Petrus Lenders or the Agent from exercising any such right or constitute a suspension or any variation of any such right.
- (o) **Rights Cumulative.** The rights, remedies and powers conferred by this Section 5.1 are in addition to, and not in substitution for, any other rights, remedies or powers that the Agent or any Petrus Lender may have under this Debenture, any other Credit Document, at law, in equity, by or under the *Personal Property Security Act* (Alberta) or by any other statute or agreement. The Agent may proceed by way of any action, suit or other proceeding at law or in equity and no right, remedy or power of the Agent or any Petrus Lender will be exclusive of or dependent on any other. The Agent or any Petrus Lender may exercise any of their rights, remedies or powers separately or in combination and at any time.

5.2 **Application of Amounts Received.** The proceeds of or any other amount from time to time received by the Agent or the Receiver will be applied as follows: first, to the payment in full of all reasonable fees of the Agent and all out-of-pocket costs, fees and expenses (including, without limitation, reasonable legal fees on a solicitor and his own client full indemnity basis) incurred by the Agent and any Receiver or other enforcement agent appointed by the Agent or a court of competent jurisdiction, as the case may be, in connection with the collection or enforcement of the Principal Sum owed to the Petrus Lenders, the enforcement of the Security Interest or the preservation of the Collateral; second, in payment to the Agent, for the benefit of the Petrus Lenders, of the Principal Sum and other amounts payable hereunder; and third, the balance, if any, will be paid, subject to applicable Law, to the Debtor.

5.3 **Deliver Possession.** If the Agent or any Receiver exercises its rights herein to take possession of the Collateral, the Debtor will upon request from the Agent or any such Receiver, assemble and deliver possession of the Collateral at such place or places as directed by the Agent or any such Receiver.

5.4 **Release.** If the Debtor pays to the Agent the balance of the Principal Sum (including, without limitation, all amounts forming part thereof) with interest thereon as set forth in this Debenture and any and all other amounts that are payable to the Agent on or in relation to the repayment thereof, then the Agent will, at the written request and sole expense of the Debtor, reassign and reconvey the Collateral to the Debtor and release the Security Interest.

6. WAIVER

6.1 The Debtor hereby covenants and agrees with the Agent and the Petrus Lenders that:

- (a) *The Land Contracts (Actions) Act* (Saskatchewan) will have no application to any action as defined therein, with respect to the Credit Documents; and
- (b) *The Limitation of Civil Rights Act* (Saskatchewan) will have no application to
 - (i) the Credit Documents;
 - (ii) any Security Interest for the payment of money made, given created or contemplated by the Credit Documents;
 - (iii) any agreement or instrument renewing or extending or collateral to the Credit Documents or renewing or extending or collateral to any Security Interest referred to or mentioned in subparagraph 6.1(b)(ii) of this Section; or
 - (iv) the rights, powers or remedies of the parties under the Credit Documents or Security Interest, agreement or instrument referred to or mentioned in subparagraphs 6.1(b)(ii) or (iii) of this Section.

7. REPRESENTATIONS

7.1 The Debtor represents and warrants to the Agent and each of the Petrus Lenders that the address of the Debtor's chief executive office is [●] and the Debtor carries on business only in the Province of [●].

8. COVENANTS

8.1 The Debtor covenants and agrees with the Agent that:

- (a) **Further Documentation; Pledge of Instruments.** At any time and from time to time, upon the written request of the Agent, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments, and documents and take such further action as the Agent may reasonably request for the purposes of obtaining or preserving the full benefits of this Debenture and of the rights and powers herein granted, including the filing or execution of any financing statements or financing change statements under any applicable Law with respect to this Debenture. The Debtor also hereby authorizes the Agent to file any such financing statement or financing change statement without the signature of the Debtor to the extent permitted by applicable Law. Without limiting the generality of the foregoing, the Debtor acknowledges that this Debenture has been prepared based on applicable Law and the Debtor agrees that the Agent will have the right, acting reasonably, to require that this Debenture be amended or supplemented: (i) to reflect any changes in applicable Law, whether arising as a result of statutory amendments, court decisions or otherwise; (ii) to

facilitate the creation and registration of appropriate security in all appropriate jurisdictions; or (iii) if the Debtor amalgamates with any other Person or enters into any reorganization, in each case in order to confer upon the Agent the security intended to be created hereby.

- (b) **Further Identification of Collateral.** The Debtor will furnish to the Agent from time to time such statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request all to the extent necessary to permit the Collateral to be sufficiently described.
- (c) **Notices.** The Debtor will advise the Agent in writing in reasonable detail of (i) any change in the jurisdiction where it carries on business or the chief executive office of the Debtor, or (ii) any change in the name of the Debtor, in each case, at least 15 days prior to the effective date of any such change.

9. ATTORNEY IN FACT

9.1 The Debtor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Debenture, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Debenture and which the Debtor being required to take or execute has failed to take or execute. The Debtor hereby ratifies all that said attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and will be irrevocable until the Principal Sum has been unconditionally and irrevocably paid and performed in full. The Debtor also authorizes the Agent, at any time and from time to time, to execute any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral in connection with the sale provided for in Section 5.1(b).

10. EXPENSES

10.1 The Debtor agrees to pay the Agent forthwith on demand all reasonable costs, charges and expenses, including, without limitation, all reasonable legal fees (on a solicitor and his own client full indemnity basis) and expenses, incurred by the Agent in connection with the administration, recovery or enforcement of payment of any amounts payable hereunder whether by realization or otherwise. All such sums will be secured hereby and will be added to the money hereby secured and bear interest at the rate set forth in Section 3.1 hereof.

11. REALIZATION

11.1 The Agent will not, nor will it be entitled to, demand payment pursuant to this Debenture or enforce the Security Interest unless and until an Event of Default occurs and is continuing, but thereafter the Agent, as agent for the Petrus Lenders, may at any time exercise and enforce all of the rights and remedies of a holder of this Debenture in accordance with and subject to the Credit Documents as if the Agent was the absolute owner hereof, provided that the Agent will not be bound to exercise any such right or remedy.

12. DEEMED SATISFACTION

12.1 Payment in full to the Agent, for the benefit of the Petrus Lenders, of all amounts owing in respect of all Indebtedness and Swap Indebtedness of the Loan Parties (collectively, the "**Secured Obligations**") will be deemed to be payment in satisfaction of the Principal Sum under this Debenture. Notwithstanding the stated interest rate per annum in this Debenture, payment by the Debtor of the relevant fees and interest for any period in respect of the Secured Obligations at the rate at which the Secured Obligations bear interest for such period will be deemed to be payment in satisfaction of the interest payment for the same period under this Debenture. Notwithstanding the Principal Sum, interest and other monies expressed to be payable or secured hereunder, the obligations payable or secured hereunder shall not exceed the Secured Obligations.

13. NO LIABILITY

13.1 Neither the Agent nor any of the Petrus Lenders shall be liable for any error of judgment or act done by any of them in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for their gross negligence or wilful misconduct. The Agent shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Agent hereunder, believed by the Agent in good faith to be genuine. All moneys received by the Agent shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable Law), and the Agent shall be under no liability for interest on any moneys received by it hereunder. The Debtor hereby ratifies and confirms any and all acts which the Agent or its successors or substitutes shall do lawfully by virtue hereof.

14. PRESENTMENT

14.1 The Debtor hereby expressly waives demand for payment, presentment, protest and notice of dishonour of this Debenture. Any failure or omission by the Agent to present this Debenture for payment, protest or provide notice of dishonour will not invalidate or adversely affect in any way any demand for payment or enforcement proceeding taken under this Debenture.

14.2 This indemnity shall survive, on an unsecured basis, repayment or cancellation of the Secured Obligations and the discharge or release of the Security Interest provided hereunder or otherwise.

15. ENUREMENT AND ASSIGNMENT

15.1 The provisions of this Debenture will be binding upon the Debtor and its successors and will enure to the benefit of the Agent and each Petrus Lender and their respective successors and assigns. Subject to the terms of the Credit Documents, the Debtor will not assign this Debenture without the Agent's prior written consent. The Agent may assign its rights and remedies under this Debenture to the extent permitted in the Credit Agreement.

16. GOVERNING LAW

16.1 This Debenture will be governed by and construed in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein, without giving effect to the

conflict of law principles thereof. Without prejudice to the ability of the Agent or any Petrus Lender to enforce this Debenture in any other proper jurisdiction, the Debtor hereby irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta, or any appellate courts thereof, for the purposes of this Debenture.

17. SEVERABILITY

17.1 If any portion of this Debenture or the application thereof to any circumstance will be held invalid or unenforceable by a court of competent jurisdiction from which no further appeal has or is taken, to an extent that does not affect in a fundamental way the operation of this Debenture, the remainder of the provision in question, or its application to any circumstance other than that to which it has been held invalid or unenforceable, and the remainder of this Debenture will not be affected thereby and will be valid and enforceable to the fullest extent permitted by applicable Law.

18. CONSENT AND WAIVER

18.1 No consent or waiver by the Agent will be effective unless made in writing and signed by an authorized officer of the Agent.

19. NOTICE

19.1 Any notice as between the Debtor and the Agent which may or is required to be given pursuant to or in connection with this Debenture will be in writing and will be sufficient if given or made at the address set forth below:

(a) in the case of the Agent or the Petrus Lenders to:

MACQUARIE BANK LIMITED, as Agent
Level 1, No. 1 Martin Place
Metals and Energy Capital
Sydney
New South Wales 2000
Australia

Attention: Executive Director
Facsimile: +61 2 8232 3590
Email: robert.mcrobbie@macquarie.com

with a copy to:

MACQUARIE BANK LIMITED, as Agent
500 Dallas St. Level 32
Houston, Texas 77002
United States of America

Facsimile: Michael Sextro
Fax: (713) 275-6222
Email: mecloanshouston@macquarie.com

(b) in the case of the Debtor, to:

[•]

Facsimile: [•]

Attention: [•]

The Debtor and the Agent each covenant to accept service of judicial proceedings arising under this Debenture at its respective address for notice hereunder. Any notice or other communication given or made in accordance with this Section 19.1 will be deemed to have been given or made on the same day and to have been received on the day of delivery if delivered as aforesaid or on the day of receipt of same by telecopy or other recorded means of electronic communication, as the case may be, provided such day is a Banking Day and that such notice is received prior to 12:00 noon local time and, if such day is not a Banking Day or if notice is received after 12:00 noon local time, on the first Banking Day thereafter. Each of the Debtor and the Agent may change its address and telecopier number for purposes of this Section 19.1 by written notice given in the manner provided in this Section 19.1 to the other party.

20. INCONSISTENCY

20.1 To the extent that there is any inconsistency or ambiguity between the provisions of this Debenture and the Credit Agreement, the provisions of the Credit Agreement will govern to the extent necessary to eliminate such inconsistency or ambiguity.

21. RECEIPT OF COPY

21.1 The Debtor acknowledges receipt of an executed copy of this Debenture. The Debtor waives the right to receive any amount that it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty, or otherwise) by reason of the failure of the Agent to deliver to the Debtor a copy of any financing statement or any statement issued by any registry that confirms registration of a financing statement relating to this Debenture.

[signature page follows]

above. **THIS DEBENTURE** executed at Calgary, Alberta effective the date first written

[•]

By: _____

Name:

Title:

By: _____

Name:

Title:

**SCHEDULE G
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014**

FORM OF NOTICE OF REPAYMENT

TO: **MACQUARIE BANK LIMITED** ("MBL"), as Agent for the Lenders under the Credit Agreement.

Re: **PETRUS RESOURCES LTD.** - Credit Agreement made as of October 8, 2014 between Petrus Resources Ltd., the Lenders, and MBL as lender and Agent for the Lenders (the "**Credit Agreement**").

(i) Pursuant to Section 3.4 of the Credit Agreement, the undersigned hereby irrevocably notifies the Agent that it will be:

(a) [**Repaying / Prepaying**] part or all of the Aggregate Principal Amount under the Term Facility described as:

Aggregate Principal Amount⁽¹⁾: _____

(1) If only part of the Aggregate Principal Amount is being repaid, please indicate the applicable amount being repaid including the details provided above in respect thereof.

(ii) This Notice is irrevocable.

(iii) Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

DATED this _____ day of _____, _____ at Calgary, Alberta.

PETRUS RESOURCES LTD.

By: _____

Name:

Title:

By: _____

Name:

Title:

**SCHEDULE H
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014**

FORM OF NOTICE OF BORROWING

TO: **MACQUARIE BANK LIMITED** ("MBL"), as Agent for the Lenders under the Credit Agreement.

Re: **PETRUS RESOURCES LTD.** - Credit Agreement made as of October 8, 2014 between Petrus Resources Ltd., the Lenders, and MBL as lender and Agent for the Lenders (the "**Credit Agreement**").

- (iv) Drawdown date is the 8th day of October, 2014, pursuant to the Funding Indemnity and Funding Direction dated as of the 7th day of October, 2014.
- (v) Pursuant to Section 3.1 of the Credit Agreement, the undersigned hereby irrevocably requests that the Term Loan under the Credit Facilities be made available and paid to it in accordance with Section 5.1 of the Credit Agreement.
- (vi) As of the date of this Notice of Borrowing, no Default or Event of Default has occurred and is continuing and, subject to Section 9.2 of the Credit Agreement, each of the representations and warranties set forth in Section 9.1 of the Credit Agreement is true and correct as if made on the date hereof.
- (vii) Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

DATED this _____ day of _____, _____, at Calgary, Alberta.

PETRUS RESOURCES LTD.

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE I
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

CORPORATE INFORMATION

Subsidiaries before the Post-Closing Amalgamation:

Legal Name	Jurisdiction of Incorporation or Formation	Location of Chief Executive Office	Location of Business and Assets	Ownership
Arriva Energy Inc.	Alberta	Alberta	Alberta	100%
Ravenwood Energy Corp.	Alberta	Alberta	Alberta	100%

Subsidiaries after the Post-Closing Amalgamation:

Nil.

SCHEDULE J
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

FORM OF OIL AND GAS OWNERSHIP CERTIFICATE

TO: **MACQUARIE BANK LIMITED** ("MBL"), as Agent

RE: Credit Agreement (the "**Credit Agreement**") dated [●], 2014 between Petrus Resources Ltd. (the "**Borrower**"), and MBL and those other financial institutions who from time to time become lenders thereunder (collectively, the "**Lenders**") and MBL, as agent for the Lenders (the "**Agent**")

The undersigned, _____, being the _____, of the Borrower, hereby certifies in such capacity for and on behalf of the Borrower, and not in any personal capacity and without assuming any personal liability whatsoever, as follows:

1. I have made or caused to be made due inquiries and review of all documents, correspondence and other material (the "**Title Enquiries**") relating to the hydrocarbons and lands or interests in lands (the "**Lands**") described in the reports of _____ (the "**Engineering Report**") addressed to the Borrower and each dated effective [■].
2. Based upon the Title Enquiries, I have no knowledge, information or belief that there exists any provision in any agreement, contract or document pertaining to the Lands which prevents any Loan Party (collectively, the "**Petrus Parties**") from granting security in the nature of a fixed or floating charge or security interest over such Lands to the Agent, for its own benefit and on behalf of the Lenders, or which would prevent the Agent from enforcing and realizing on such security in the event of a default thereunder other than the requirement to obtain the consent and waiver of a right of first refusal in the event of the sale of the Lands on the realization and enforcement of such security.
3. Based upon the Title Enquiries, to the best of my knowledge, information and belief, the Petrus Parties are, effective the date hereof, possessed of and are beneficial owners of the respective working, royalty and other interests set forth in the Engineering Report with respect to the Lands, subject to any Permitted Encumbrances and to minor defects of title which in the aggregate do not materially affect their rights of ownership therein or the value thereof or to which the Lenders have consented in writing.
4. To the best of my knowledge, information and belief, based on the due and reasonable enquiries, there is no default (by the Petrus Parties or for which the Petrus Parties are liable, including, without limitation, by any operation of the Lands) of payment of royalties in connection with the Lands, which have accrued due by reason of production since any royalty payment dates, as prescribed by statute or agreement, immediately preceding the date of this Certificate and no Petrus Party nor any Person on behalf of a Petrus Party (including, without limitation, any operator of the Lands) has received notice

of default of any obligation imposed on it by any farmout, operating agreement or any other contract or agreement in respect of the Lands which, in any case, could reasonably be expected to have a Material Adverse Effect and, to the best of my knowledge, information and belief, based on the due and reasonable enquiries, there is no default of any such obligation which could reasonably be expected to have a Material Adverse Effect.

5. To the best of my knowledge, information and belief, based on the due and reasonable enquiries, the Lands are now free and clear of all Liens and adverse claims created by, through or under the Petrus Parties, other than the Permitted Encumbrances, and no Petrus Party nor any Person on behalf of a Petrus Party (including, without limitation, any operator of the Lands) has received notice of any claim adverse to Petrus Party's working, royalty and other interests in the Lands and there are no Liens or adverse claims, other than the Permitted Encumbrances, which materially and adversely affect the title of any Petrus Party to their respective interests in the Lands.
6. To the best of my knowledge, information and belief, based on the due and reasonable enquiries, there are at present no outstanding unfulfilled obligations being enforced under any lease or contract pertaining to the Lands and any Petrus Party's working, royalty and other interests in the Lands are not subject to any contractual obligations or conditions, except those which are permitted under the Credit Agreement or which are accounted for in the Engineering Report which are reasonably expected to result in the diminishment or forfeiture of those working, royalty and other interests.
7. No Petrus Party has assigned its share of production proceeds or other moneys due to it in respect of its working, royalty or other interests in the Lands to any party other than the Agent, for its own benefit and on behalf of the Lenders.
8. All of the working, royalty and other interests of the Petrus Parties in respect of petroleum and natural gas rights described in the Engineering Report are accurately reflected in the Engineering Report in all material respects.
9. Capitalized words and phrases used herein and not otherwise defined herein have the meanings given to them in the Credit Agreement.

THIS CERTIFICATE effective the [■] day of [■].

PETRUS RESOURCES LTD.

Per: _____

Name:

Title:

EXHIBIT A
PETRUS RESOURCES LTD.
CREDIT AGREEMENT DATED OCTOBER 8, 2014

	Existing Hedges Petrus + Arriva + Ravenwood		NEW INCREMENTAL Volumes to Hedge				TOTAL Volumes to be Hedged			
	Oil bbls/d	Gas mmbtu/d	Oil bbls/d	Gas mmbtu/d	Oil bbls/mth	Gas mmbtu/mth	Oil bbls/d	Gas mmbtu/d	Oil bbls/mth	Gas mmbtu/mth
Jan-15	800	9,000	-	-	-	-	800	9,000	24,800	279,000
Feb-15	800	9,000	-	-	-	-	800	9,000	22,400	252,000
Mar-15	800	9,000	-	-	-	-	800	9,000	24,800	279,000
Apr-15	800		-	9,000	-	270,000	800	9,000	24,000	270,000
May-15	800		-	9,000	-	279,000	800	9,000	24,800	279,000
Jun-15	800		-	9,000	-	270,000	800	9,000	24,000	270,000
Jul-15	800		-	9,000	-	279,000	800	9,000	24,800	279,000
Aug-15	800		-	9,000	-	279,000	800	9,000	24,800	279,000
Sep-15	800		-	9,000	-	270,000	800	9,000	24,000	270,000
Oct-15	800		-	9,000	-	279,000	800	9,000	24,800	279,000
Nov-15	800		-	9,000	-	270,000	800	9,000	24,000	270,000
Dec-15	800		-	9,000	-	279,000	800	9,000	24,800	279,000
Jan-16			672	10,116	20,832	313,596	672	10,116	20,832	313,596
Feb-16			657	9,957	19,053	288,753	657	9,957	19,053	288,753
Mar-16			642	9,818	19,902	304,358	642	9,818	19,902	304,358
Apr-16			628	9,679	18,840	290,370	628	9,679	18,840	290,370
May-16			315	9,545	9,765	295,895	615	9,545	19,065	295,895
Jun-16			602	9,384	18,060	281,520	602	9,384	18,060	281,520
Jul-16			590	9,257	18,290	286,967	590	9,257	18,290	286,967
Aug-16			579	9,131	17,949	283,061	579	9,131	17,949	283,061
Sep-16			568	9,009	17,040	270,270	568	9,009	17,040	270,270