

**SIXTH AMENDING AGREEMENT MADE AS OF OCTOBER 18, 2019
TO THE CREDIT AGREEMENT MADE AS OF JULY 21, 2017**

BETWEEN

PETROSHALE INC.

AND

PETROSHALE (US), INC.

as Borrowers

AND

THE BANK OF NOVA SCOTIA,

ATB FINANCIAL,

NATIONAL BANK OF CANADA

and such other persons as become parties hereto as lenders,

as Lenders

AND

THE BANK OF NOVA SCOTIA

as Agent of the Lenders

**The Bank of Nova Scotia and ATB Financial
as Joint Lead Arrangers and Joint Bookrunners**

**ATB Financial
as Syndication Agent**

**The Bank of Nova Scotia
as Administrative Agent**

SIXTH AMENDING AGREEMENT

THIS AGREEMENT is made as of October 18, 2019

BETWEEN:

PETROSHALE INC., a corporation subsisting under the laws of the Province of Alberta (hereinafter referred to as the “**Canadian Borrower**”),

- and -

PETROSHALE (US), INC., a corporation subsisting under the laws of the State of Delaware (hereinafter referred to as the “**U.S. Borrower**”)

- and -

THE BANK OF NOVA SCOTIA, ATB FINANCIAL, NATIONAL BANK OF CANADA and such other persons that become party to the Credit Agreement as lenders (hereinafter referred to collectively as the “**Lenders**” and individually as a “**Lender**”),

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the “**Agent**”),

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

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

1. Interpretation

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

“**Agreement**” means this agreement, as amended, modified, supplemented or restated from time to time; and

“**Credit Agreement**” means the credit agreement made as of July 21, 2017 between the Canadian Borrower, the U.S. Borrower, certain of the Lenders and the Agent, as amended by the first amending agreement made as of February 2, 2018, the second amending agreement made as of April 23, 2018, the third amending agreement made as of June 29, 2018, the

fourth amending agreement made as of November 29, 2018 and the fifth amending agreement made as of June 26, 2019.

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

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

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

2. Amendments and Supplements

2.1 ***Increase to Syndicated Facility.*** The definition of “Syndicated Facility” contained in Section 1.1 of the Credit Agreement is hereby amended to delete the reference to “U.S.\$130,000,000” contained therein and to substitute “U.S.\$167,500,000” therefor.

The parties hereto confirm and agree that the maximum principal amount of the Syndicated Facility is hereby increased to U.S.\$167,500,000 from U.S.\$130,000,000.

2.2 ***New Schedule A; Revised Commitments.*** The Credit Agreement is hereby amended to delete Schedule A thereto in its entirety and to substitute Schedule A attached hereto as Exhibit A therefor to, *inter alia*, provide that the Commitments of each Lender shall be the amounts set forth opposite its name on such new Schedule A.

2.3 ***Confirmation of Borrowing Base.*** The parties hereto confirm, agree and acknowledge that the Borrowing Base shall be deemed to be U.S.\$190,000,000 until the next determination or re-determination thereof in accordance with the Credit Agreement.

3. Fees

3.1 ***Upfront Fees.*** The Borrowers agree to pay to the Agent, for each Lender which has increased its Commitments pursuant hereto, an upfront fee in an amount equal to **[Redacted]**% per annum (pro rated based on the number of days remaining to the existing Maturity Date as of the date of the increase) of the increase in the aggregate Commitments of each such Lender effected pursuant to Section 2 hereof.

[Commercially sensitive rate redacted]

4. Funding of Loans to Reflect Revised Commitments

4.1 ***Funding of Outstanding Loans Under the Syndicated Facility.*** In order to give effect to the foregoing, upon the satisfaction of the conditions precedent set forth below in Section 5,

the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent or any of the Lenders (including the assignment of interests in, or the purchase of participations in, existing Loans) to give effect to the foregoing increase in the Syndicated Facility effected pursuant to Section 2 hereof and revised Commitments and to ensure that the aggregate Obligations owing to each Lender under the Syndicated Facility are outstanding in proportion to each Lender's Rateable Portion of all outstanding Obligations under the Syndicated Facility after giving effect to such increase and revised Commitments; provided that, the foregoing provisions of this Section 4.1 shall not apply to Bankers' Acceptances and Libor Loans outstanding on the date hereof, such Bankers' Acceptances and Libor Loans being subject to and dealt with pursuant to Sections 4.2 hereof.

4.2 *Outstanding Bankers' Acceptances and Libor Loans.*

- (1) The parties hereby acknowledge that, on the date hereof, Bankers' Acceptances and Libor Loans having terms to maturity ending after the date hereof may be outstanding under the Syndicated Facility (the "**Outstanding BAs and Libor Loans**"). Notwithstanding any provision of the Credit Agreement or this Agreement to the contrary, it is acknowledged and agreed to by the parties hereto that any obligation of the Borrowers to pay or reimburse the Lenders in respect of the Outstanding BAs and Libor Loans is solely a risk and for the account of the Lenders based upon their respective Syndicated Facility Commitments as in effect prior to and without regard to the provisions of this Agreement.
- (2) Notwithstanding the foregoing, from time to time, as the Outstanding BAs and Libor Loans mature and Rollovers and Conversions are made by the Borrowers in respect thereof, each of the Syndicated Facility Lenders shall participate in the Loans effecting such Rollovers and Conversions to the full extent of its Syndicated Facility Commitment after giving effect to the provisions of this Agreement.

5. **Conditions Precedent**

The amendments and supplements to the Credit Agreement contained in Section 2 shall be effective upon, and shall be subject to, the satisfaction of the following conditions precedent:

- (a) the Borrowers shall have paid to the Agent, for the benefit of the Lenders, the fees required to be paid pursuant to Section 3 hereof and any other fees agreed to in writing between either of the Borrowers and the Agent or the Lead Arranger that are due and payable;
- (b) the Canadian Borrower shall have executed and delivered to the Agent a confirmation of guarantee and security in the form attached hereto as Exhibit B;
- (c) the U.S. Borrower shall have executed and delivered to the Agent a confirmation of guarantee in the form attached hereto as Exhibit C;

- (d) the U.S. Borrower shall have executed and delivered to the Agent a confirmation of security in the form attached hereto as Exhibit D;
- (e) the Canadian Borrower shall have executed and delivered to the Agent an amended and restated floating charge demand debenture in the amount of U.S.\$400,000,000 and a related amended and restated debenture pledge agreement;
- (f) (i) no Default or Event of Default shall have occurred and be continuing, (ii) the representations and warranties set forth in Section 9.1 of the Credit Agreement shall be true and accurate in all respects and (iii) no event shall have occurred since December 31, 2018 that would reasonably be expected to have a Material Adverse Effect and, in each case, the Canadian Borrower shall have delivered to the Agent and the Lenders an Officer's Certificate certifying the same to the Agent and the Lenders;
- (g) each Borrower shall have delivered to the Agent a current certificate of status, compliance or good standing, as the case may be, in respect of its jurisdiction of incorporation or formation, certified copies of its constating documents, by-laws, shareholder agreements, trust indentures, partnership agreements, limited partnership agreements and/or other organizational documents (or, if applicable, a certification that there have been no changes thereto since previously delivered) and the resolutions authorizing this Agreement and the other new Documents to which it is a party and the transactions hereunder and an Officer's Certificate as to the incumbency of the officers signing this Agreement and the other new Documents to which it is a party;
- (h) the Agent and the Lenders shall have received legal opinions from counsel to the Borrowers in each applicable jurisdiction respecting this Agreement, the other new Documents to which each is a party and the transactions contemplated hereby in form and substance satisfactory to the Agent, acting reasonably; and
- (i) the Agent and the Lenders shall have received all such other documentation and information reasonably requested from the Canadian Borrower and its Subsidiaries including all documentation and information in connection with any Anti-Money Laundering Laws and "Know Your Client" laws.

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

6. Representations and Warranties

6.1 ***Representations and Warranties.*** The Borrowers hereby represent and warrant to the Agent and to each Lender, and the Borrowers acknowledge and confirm that the Agent and each Lender are relying upon such representations and warranties, as follows:

(1) Capacity, Power and Authority

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

(2) Authorization; Enforceability

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

(3) Compliance With Other Instruments

The execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated herein do not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the charter or constating documents or by-laws of, or any unanimous shareholder agreement relating to, it or of any law, regulation, judgment, decree or order binding on or applicable to it or to which its property is subject or of any material agreement, lease, licence, permit or other instrument to which it is a party or is otherwise bound or by which it benefits or to which its property is subject and do not require the consent or approval of any Governmental Authority or any other party of which the failure to have received or obtained would have or would reasonably be expected to have a Material Adverse Effect.

(4) No Default

No Default or Event of Default has occurred or is continuing.

(5) Credit Agreement Representations and Warranties

Each of the representations and warranties of the Borrowers set forth in Article 9 of the Credit Agreement is true and accurate in all respects as of the date hereof.

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

7. Confirmation of Credit Agreement and other Documents

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

8. Further Assurances

The Borrowers, the Lenders and the Agent shall promptly cure any default by them in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrowers, at their own expense, shall promptly execute and deliver to the Agent, upon request by the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrowers' compliance with, or accomplishment of the covenants and agreements of the Borrowers hereunder or more fully to state the obligations of the Borrowers as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith. The Agent and the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent and the Lenders to give effect to the foregoing.

9. Enurement

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

10. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by sending a scanned copy by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

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

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

BORROWERS:

PETROSHALE INC.

By: (signed) _____
Name: **[Redacted]**
Title: **[Redacted]**

By: (signed) _____
Name: **[Redacted]**
Title: **[Redacted]**

PETROSHALE (US), INC.

By: (signed) _____
Name: **[Redacted]**
Title: **[Redacted]**

By: (signed) _____
Name: **[Redacted]**
Title: **[Redacted]**

LENDERS:

THE BANK OF NOVA SCOTIA

By: (signed) _____
Name: [*Redacted*]
Title: [*Redacted*]

By: (signed) _____
Name: [*Redacted*]
Title: [*Redacted*]

ATB FINANCIAL

By: (signed) _____
Name: [*Redacted*]
Title: [*Redacted*]

By: (signed) _____
Name: [*Redacted*]
Title: [*Redacted*]

NATIONAL BANK OF CANADA

By: (signed) _____
Name: [*Redacted*]
Title: [*Redacted*]

By: (signed) _____
Name: [*Redacted*]
Title: [*Redacted*]

AGENT:

**THE BANK OF NOVA SCOTIA,
in its capacity as the Agent**

By: (signed) _____
Name: **[Redacted]**
Title: **[Redacted]**

By: (signed) _____
Name: **[Redacted]**
Title: **[Redacted]**

EXHIBIT A

SCHEDULE A
LENDERS AND COMMITMENTS

Lender	Syndicated Facility Commitment	Operating Facility Commitment
The Bank of Nova Scotia	U.S.\$[Redacted]	U.S.\$[Redacted]
ATB Financial	U.S.\$[Redacted]	N/A
National Bank of Canada	U.S.\$[Redacted]	N/A
Total:	U.S.\$[Redacted]	U.S.\$[Redacted]

[Commercially sensitive amounts redacted]

EXHIBIT B

CONFIRMATION OF GUARANTEE AND SECURITY

TO: The Bank of Nova Scotia, as agent of the Lenders (the “**Agent**”)

AND TO: The Lenders under the Credit Agreement, the Hedging Affiliates and the Cash Managers (together with the Agent, the “**Beneficiaries**”)

DATE: October 18, 2019

WHEREAS PetroShale Inc. (the “**Canadian Borrower**”) and PetroShale (US), Inc. (the “**US Borrower**”) (collectively, the “**Borrowers**”) entered into a credit agreement made as of July 21, 2017 between the Borrowers, as borrowers, The Bank of Nova Scotia and the other persons that may become party thereto as lenders, as lenders, and the Agent (as amended to the date hereof, the “**Credit Agreement**”);

AND WHEREAS the Canadian Borrower guaranteed all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the US Borrower to the Beneficiaries, excluding any Excluded Swap Obligations and including, without limitation (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the US Borrower to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents to which the US Borrower is a party (other than the guarantee provided by US Borrower to the Agent and the Lenders respecting the obligations of the Canadian Borrower) and including all Outstanding Principal and all interest, commissions, reasonable legal and other costs, charges and expenses payable by the US Borrower under the Credit Agreement and the other Documents, excluding the Excluded Swap Obligations, (ii) all Cash Management Obligations of or owing by the US Borrower to any and all Lenders and Cash Managers and (iii) all Lender Financial Instrument Obligations of or owing by the US Borrower to any and all Lenders and Hedging Affiliates, excluding the Excluded Swap Obligations, in each case, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (collectively, the “**Guaranteed Obligations**”), in each case, pursuant to the guarantee made as of July 21, 2017 granted the Canadian Borrower in favour of the Agent, on behalf of the Beneficiaries (the “**Guarantee**”);

AND WHEREAS, as collateral security for its obligations under the Guarantee and its primary obligations to the Beneficiaries (including, for certainty, its obligations, liabilities and indebtedness under the Credit Agreement and the other Documents, its Cash Management Obligations and its Lender Financial Instrument Obligations) (collectively, the “**Secured Obligations**”), the undersigned executed and delivered to the Agent, on behalf of the Beneficiaries, certain security including, without limitation, a general security agreement, each made as of July 21, 2017 (all such security, collectively, the “**Security**”);

AND WHEREAS, pursuant to a sixth amending agreement (the “**Sixth Amending Agreement**”) made as of even date herewith, the Borrowers, the Lenders and the Agent have agreed to amend and supplement the Credit Agreement as set out therein;

AND WHEREAS the Canadian Borrower has been provided with a true, correct and complete copy of the Sixth Amending Agreement;

AND WHEREAS the Canadian Borrower wishes to confirm to the Agent and the other Beneficiaries that the Guarantee and Security continue to apply to the Guaranteed Obligations and the Secured Obligations.

IN CONSIDERATION of the sum of Cdn.\$10.00 now paid by the Agent and the other Beneficiaries to the Canadian Borrower and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Canadian Borrower hereby confirms and agrees that each of the Guarantee and the Security is and shall remain in full force and effect in all respects notwithstanding the Sixth Amending Agreement and the amendments and supplements to the Credit Agreement contained therein including, for certainty and without limitation, the subsequent amendments and supplements contained therein, and shall continue to exist and apply to all of the Guaranteed Obligations and the Secured Obligations, including, without limitation, the Guaranteed Obligations and the Secured Obligations of the US Borrower under, pursuant or related to the Credit Agreement, as amended by the Sixth Amending Agreement. This Confirmation is in addition to and shall not limit, derogate from or otherwise affect any provisions of the Guarantee including, without limitation, Article 2 and Article 3 of the Guarantee.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement, as amended by the Sixth Amending Agreement.

This Confirmation shall be governed by and construed in accordance with the laws of the Province of Alberta.

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

IN WITNESS WHEREOF the Canadian Borrower has executed this Confirmation as of the date and year first written above.

PETROSHALE INC.

By: _____
Name:
Title:

EXHIBIT C

CONFIRMATION OF GUARANTEE

TO: The Bank of Nova Scotia, as agent of the Lenders (the “**Agent**”)

AND TO: The Lenders under the Credit Agreement, the Hedging Affiliates and the Cash Managers (together with the Agent, the “**Beneficiaries**”)

DATE: October 18, 2019

WHEREAS PetroShale Inc. (the “**Canadian Borrower**”) and PetroShale (US), Inc. (the “**US Borrower**”) (collectively, the “**Borrowers**”) entered into a credit agreement made as of July 21, 2017 between the Borrowers, as borrowers, The Bank of Nova Scotia and the other persons that may become party thereto as lenders, as lenders, and the Agent (as amended to the date hereof, the “**Credit Agreement**”);

AND WHEREAS the US Borrower guaranteed all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Canadian Borrower to the Beneficiaries, excluding any Excluded Swap Obligations and including, without (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Canadian Borrower to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents to which the Canadian Borrower is a party (other than the guarantee provided by Canadian Borrower to the Agent and the Lenders respecting the obligations of the US Borrower) and including all Outstanding Principal and all interest, commissions, reasonable legal and other costs, charges and expenses payable by the Canadian Borrower under the Credit Agreement and the other Documents, excluding the Excluded Swap Obligations, (ii) all Cash Management Obligations of or owing by the Canadian Borrower to any and all Lenders and Cash Managers and (iii) all Lender Financial Instrument Obligations of or owing by the Canadian Borrower to any and all Lenders and Hedging Affiliates, excluding the Excluded Swap Obligations, in each case, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (collectively, the “**Guaranteed Obligations**”), in each case, pursuant to the guarantee made as of July 21, 2017 granted the US Borrower in favour of the Agent, on behalf of the Beneficiaries (the “**Guarantee**”);

AND WHEREAS, pursuant to a sixth amending agreement (the “**Sixth Amending Agreement**”) made as of even date herewith, the Borrowers, the Lenders and the Agent have agreed to amend and supplement the Credit Agreement as set out therein;

AND WHEREAS the US Borrower has been provided with a true, correct and complete copy of the Sixth Amending Agreement;

AND WHEREAS the US Borrower wishes to confirm to the Agent and the other Beneficiaries that the Guarantee continues to apply to the Guaranteed Obligations.

IN CONSIDERATION of the sum of Cdn.\$10.00 now paid by the Agent and the other Beneficiaries to the US Borrower and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the US Borrower hereby confirms and

agrees that the Guarantee is and shall remain in full force and effect in all respects notwithstanding the Sixth Amending Agreement and the amendments and supplements to the Credit Agreement contained therein including, for certainty and without limitation, the subsequent amendments and supplements contained therein, and shall continue to exist and apply to all of the Guaranteed Obligations including, without limitation, the Guaranteed Obligations of the Canadian Borrower under, pursuant or related to the Credit Agreement, as amended by the Sixth Amending Agreement. This Confirmation is in addition to and shall not limit, derogate from or otherwise affect any provisions of the Guarantee including, without limitation, Article 2 and Article 3 of the Guarantee.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement, as amended by the Sixth Amending Agreement.

This Confirmation shall be governed by and construed in accordance with the laws of the Province of Alberta.

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IN WITNESS WHEREOF the US Borrower has executed this Confirmation as of the date and year first written above.

PETROSHALE (US), INC.

By: _____
Name:
Title:

EXHIBIT D

CONFIRMATION OF SECURITY

TO: The Bank of Nova Scotia, as agent of the Lenders (the “**Agent**”)

AND TO: The Lenders under the Credit Agreement, the Hedging Affiliates and the Cash Managers (together with the Agent, the “**Beneficiaries**”)

DATE: October 18, 2019

WHEREAS PetroShale Inc. (the “**Canadian Borrower**”) and PetroShale (US), Inc. (the “**US Borrower**”) (collectively, the “**Borrowers**”) entered into a credit agreement made as of July 21, 2017 between the Borrowers, as borrowers, The Bank of Nova Scotia and the other persons that may become party thereto as lenders, as lenders, and the Agent (as amended to the date hereof, the “**Credit Agreement**”);

AND WHEREAS the US Borrower guaranteed all of the obligations, liabilities and indebtedness (present or future, matured or otherwise) of the Canadian Borrower to the Beneficiaries, excluding any Excluded Swap Obligations and including, without (i) all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Canadian Borrower to the Agent and the Lenders under, pursuant or relating to the Credit Agreement and the other Documents to which the Canadian Borrower is a party (other than the guarantee provided by Canadian Borrower to the Agent and the Lenders respecting the obligations of the US Borrower) and including all Outstanding Principal and all interest, commissions, reasonable legal and other costs, charges and expenses payable by the Canadian Borrower under the Credit Agreement and the other Documents, excluding the Excluded Swap Obligations, (ii) all Cash Management Obligations of or owing by the Canadian Borrower to any and all Lenders and Cash Managers and (iii) all Lender Financial Instrument Obligations of or owing by the Canadian Borrower to any and all Lenders and Hedging Affiliates, excluding the Excluded Swap Obligations, in each case, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (collectively, the “**Guaranteed Obligations**”), in each case, pursuant to the guarantee made as of July 21, 2017 granted the Canadian Borrower in favour of the Agent, on behalf of the Beneficiaries (the “**Guarantee**”);

AND WHEREAS, as collateral security for its obligations under the Guarantee and its primary obligations to the Beneficiaries (including, for certainty, its obligations, liabilities and indebtedness under the Credit Agreement and the other Documents, its Cash Management Obligations and its Lender Financial Instrument Obligations) (collectively, the “**Secured Obligations**”), the US Borrower executed and delivered to the Agent, on behalf of the Beneficiaries, certain security including, without limitation, a multi-state mortgage – collateral real estate mortgage, assignment of production, security agreement and financing statement made as of July 21, 2017, as amended by the first amendment dated June 29, 2018, the second amendment dated August 17, 2018 and the third mortgage amendment dated November 29, 2018 (all such security, collectively, the “**Security**”);

AND WHEREAS, pursuant to a sixth amending agreement (the “**Sixth Amending Agreement**”) made as of even date herewith, the Borrowers, the Lenders and the Agent have agreed to amend and supplement the Credit Agreement as set out therein;

AND WHEREAS the US Borrower has been provided with a true, correct and complete copy of the Sixth Amending Agreement;

AND WHEREAS the US Borrower wishes to confirm to the Agent and the other Beneficiaries that the Security continues to apply to the Secured Obligations.

IN CONSIDERATION of the sum of Cdn.\$10.00 now paid by the Agent and the other Beneficiaries to the US Borrower and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the US Borrower hereby confirms and agrees that the Security is and shall remain in full force and effect in all respects notwithstanding the Sixth Amending Agreement and the amendments and supplements to the Credit Agreement contained therein including, for certainty and without limitation, the subsequent amendments and supplements contained therein, and shall continue to exist and apply to all of the Secured Obligations, including, without limitation, the Secured Obligations of the U.S. Borrower under, pursuant or related to the Credit Agreement, as amended by the Sixth Amending Agreement. This Confirmation is in addition to and shall not limit, derogate from or otherwise affect any provisions of the Guarantee including, without limitation, Article 2 and Article 3 of the Guarantee.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Credit Agreement, as amended by the Sixth Amending Agreement.

This Confirmation shall be governed by and construed in accordance with the laws of
(a) with respect to the mortgaged property located in the State of North Dakota, North Dakota and
(b) with respect to the mortgaged property located in the State of Montana, the State of Montana.

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

IN WITNESS WHEREOF the US Borrower has executed this Confirmation as of the date and year first written above.

PETROSHALE (US), INC.

By: _____
Name:
Title: