

1863359 ALBERTA LTD.

DEMAND DEBENTURE

**Agent and Address:** THE TORONTO-DOMINION BANK  
in its capacity as Agent as defined below,  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

**Date:** February 3, 2015

PREAMBLE:

- A. Lightstream Resources Ltd., as borrower (under its former name PetroBakken Energy Ltd., the "**Borrower**"), The Toronto-Dominion Bank ("**TD**"), and those other financial institutions which are or hereafter become lenders thereunder (the "**Lenders**") and TD, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") are parties to a second amended and restated credit agreement made effective June 2, 2011 (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, the "**Credit Agreement**").
- B. The Debtor (as hereinafter defined) has, or may, enter into with, and incur Swap Indebtedness to, a Swap Lender pursuant to the terms of any Swap Documents to which it and a Swap Lender are parties (collectively, the "**Debtor Hedging Agreements**").
- C. To secure the payment and performance of the Principal Sum (as hereinafter defined), 1863359 Alberta Ltd. (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 "**Lightstream Lenders**"), a Security Interest (as hereinafter defined) over the Collateral (as hereinafter defined) in accordance with the terms of this Debenture.
- D. The Lightstream Lenders have agreed to share the Security, including, without limitation, this Debenture, in accordance with Sections 4.2 and 17.6 of the Credit Agreement.
- E. Capitalized words and phrases used but not otherwise defined in this Debenture will have the meanings set out in the Credit Agreement. In addition, for purposes hereof, the term "**Secured Obligations**" means, collectively, all Obligations of the Debtor, all obligations, liabilities and indebtedness of the Debtor resulting from or in connection with any Cash Management Arrangements and all Swap Indebtedness of the Debtor owing to the Agent and the Lightstream Lenders.
- F. It is in the interests of the Debtor, as a Subsidiary of the Borrower, to enter into this Debenture and to grant the Security Interest herein contemplated.

**ARTICLE 1  
PROMISE TO PAY**

- 1.1 The Debtor, a body corporate formed under the Laws of Alberta, 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 Lightstream 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.

**ARTICLE 2  
PRINCIPAL SUM**

- 2.1 The "**Principal Sum**" is Canadian \$2,000,000,000.

**ARTICLE 3  
INTEREST RATE**

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

**ARTICLE 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 mortgages and charges to and in favour of the Agent for and on behalf of the Lightstream Lenders, as and by way of a first floating charge, all of the Debtor's present and after-acquired real property and grants to and in favour of the Agent for and on behalf of the Lightstream Lenders a first priority 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 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 Debtor Hedging Agreements, any documents evidencing Cash Management Arrangements, the Security, the Documents and any other documents, instruments and agreements, including any guarantees given by the Debtor, entered into by the Debtor pursuant thereto or in connection therewith from time to time (collectively, the "**Credit Documents**"), may dispose of or deal with the Collateral, 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, 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 an Event of Default that is continuing 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 except to the extent otherwise permitted under the Credit Documents. 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 Lightstream 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 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, intellectual property right, 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 regards to the Collateral (including, without

limitation, 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 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 Principal Sum.
- 4.11 The Debtor agrees and acknowledges that the Security Interest and the Collateral are being shared on an equal and pro rata basis, in accordance with the Credit Agreement, among the Lightstream Lenders and this Debenture is being held by the Agent, for its own benefit and on behalf of the Lightstream Lenders.

## ARTICLE 5 ENFORCEMENT

- 5.1 Subject to Section 5.2 hereof and the terms of the Credit Documents, upon the occurrence and during the continuance of any Event of Default, 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-manager for the Collateral or the business and undertaking of the Debtor pertaining to the Collateral (each a "Receiver"). Any such Receiver will have, in addition to any other rights, remedies and powers which a Receiver may have at Law 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 Lightstream 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 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 Lien 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 Liens 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 Lightstream 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 nor any Receiver will have any liability as a mortgagee in possession or be accountable for anything except actual receipts.
- (j) **Extensions of Time.** Following the occurrence and during the continuance of any Event of Default, 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 right, remedy or power of the Agent or the Receiver has become exercisable, whether the Principal Sum remaining 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 occurrence of an Event of Default which is continuing 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 is hereby irrevocably waived to the extent permitted by applicable Law.
  - (n) **No Implied Waiver.** The rights of the Lightstream Lenders and the Agent hereunder 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 Lightstream Lenders or the Agent or on its behalf will in any way preclude any Lightstream 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 Lightstream Lender may have under this Debenture, at Law, 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 and no right, remedy or power of the Agent or any Lightstream Lender will be exclusive of or dependent on any other. The Agent or any Lightstream Lender may exercise any of their rights, remedies or powers separately or in combination and at any time.
- 5.2** The proceeds of realization or enforcement hereunder or any other amount from time to time received by the Agent or a Receiver will be applied as follows: first, to the payment in full of all reasonable fees of the Agent and all reasonable 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

Lightstream Lenders, the enforcement of the Security Interest or the preservation of the Collateral; second, in payment to the Agent 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 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 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 required by 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 (to the extent the Collateral has been assigned or conveyed to the Agent, if at all) and release the Security Interest.

#### ARTICLE 6 WAIVER

- 6.1 The Debtor hereby covenants and agrees with the Agent and the Lightstream 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 Lien 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 Lien referred to or mentioned in subparagraph (b)(ii) of this Section 6.1; or
    - (iv) the rights, powers or remedies of the parties under the Credit Documents or Lien, agreement or instrument referred to or mentioned in subparagraphs (b)(ii) or (b)(iii) of this Section 6.1.

#### ARTICLE 7 REPRESENTATIONS

- 7.1 The Debtor represents and warrants to the Agent and each of the Lightstream Lenders that, as at the date hereof, the address of the Debtor's chief executive office is 2800, 525 - 8th Avenue S.W., Calgary, Alberta T2P 1G1 and the Debtor carries on business only in the Provinces of Alberta, Saskatchewan, British Columbia and Manitoba.



**ARTICLE 8  
DEBENTURE SECURES REVOLVING LINE**

- 8.1** This Debenture secures, among other things, a revolving line of credit up to the amount of the Principal Sum, and both present and future advances, and accordingly the Agent and the Lightstream Lenders shall be entitled to all priorities and advantages conferred pursuant to Section 104 of the *Land Titles Act* (Alberta), Part 3 of the *Land Titles Act* (British Columbia), Part III of the *Land Titles Act* (Saskatchewan), and Section 17 of *The Mortgage Act* (Manitoba) as well as and the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (British Columbia), the *Personal Property Security Act* (Saskatchewan), and *The Personal Property Security Act* (Manitoba), as applicable.

**ARTICLE 9  
COVENANTS**

- 9.1** The Debtor covenants and agrees with the Agent that:
- (a) **Further Documentation; Pledge of Instruments.** Subject to Section 4.3 hereof, 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 jurisdictions 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.

**ARTICLE 10  
ATTORNEY IN FACT**

- 10.1** Following the occurrence of an Event of Default that is continuing, 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 reasonably 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) hereof.

**ARTICLE 11  
EXPENSES**

- 11.1** 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), 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.

**ARTICLE 12  
REALIZATION**

- 12.1** 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 Lightstream 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.

**ARTICLE 13  
DEEMED SATISFACTION**

- 13.1** Payment in full to the Agent or the Lightstream Lenders or any of them of all principal amounts owing in respect of the Secured Obligations (other than the Principal Sum contained in this Debenture) 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. In addition, and for certainty, notwithstanding any other provision hereof to the contrary, the Security Interest is granted as (and solely as) continuing collateral security for the obligations, liabilities and indebtedness (present and future) of the Debtor under or pursuant to the Credit Documents.

#### **ARTICLE 14 NO LIABILITY**

- 14.1** Neither the Agent nor any of the Lightstream 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.

#### **ARTICLE 15 PRESENTMENT**

- 15.1** The Debtor hereby expressly waives 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.

#### **ARTICLE 16 ENUREMENT AND ASSIGNMENT**

- 16.1** 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 Lightstream 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.

**ARTICLE 17  
GOVERNING LAW**

- 17.1 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 Lightstream 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.

**ARTICLE 18  
SEVERABILITY**

- 18.1 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.

**ARTICLE 19  
CONSENT AND WAIVER**

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

**ARTICLE 20  
NOTICE**

- 20.1 Any notice or other communication 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 Lightstream Lenders to:

**THE TORONTO-DOMINION BANK**, as Agent  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

Attention: Vice President, Loan Syndications - Agency  
Facsimile: (416) 982-5535

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

**1863359 ALBERTA LTD.**  
 2800, 525 - 8th Avenue SW  
 Calgary, Alberta  
 T2P 1G1

Attention: Senior Vice President and Chief Financial Officer  
 Facsimile: (403) 218-6075

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 20.1 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 facsimile number for purposes of this Section 20.1 by written notice given in the manner provided in this Section 20.1 to the other party.

#### **ARTICLE 21 INCONSISTENCY**

**21.1** 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.

#### **ARTICLE 22 RECEIPT OF COPY**

**22.1** 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.

*[remainder of page intentionally left blank]*

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

**1863359 ALBERTA LTD.**

Per: *Annie Belecki*  
Name:  
Title: **Annie Belecki  
General Counsel**

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## LTS RESOURCES PARTNERSHIP

### DEMAND DEBENTURE

**Agent and Address:** **THE TORONTO-DOMINION BANK**  
in its capacity as Agent as defined below,  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

**Date:** February 3, 2015

#### PREAMBLE:

- A. Lightstream Resources Ltd., as borrower (under its former name PetroBakken Energy Ltd., the "**Borrower**"), The Toronto-Dominion Bank ("**TD**"), and those other financial institutions which are or hereafter become lenders thereunder (the "**Lenders**") and TD, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") are parties to a second amended and restated credit agreement made effective June 2, 2011 (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, the "**Credit Agreement**").
- B. The Debtor (as hereinafter defined) has, or may, enter into with, and incur Swap Indebtedness to, a Swap Lender pursuant to the terms of any Swap Documents to which it and a Swap Lender are parties (collectively, the "**Debtor Hedging Agreements**").
- C. To secure the payment and performance of the Principal Sum (as hereinafter defined), LTS Resources Partnership (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 "**Lightstream Lenders**"), a Security Interest (as hereinafter defined) over the Collateral (as hereinafter defined) in accordance with the terms of this Debenture.
- D. The Lightstream Lenders have agreed to share the Security, including, without limitation, this Debenture, in accordance with Sections 4.2 and 17.6 of the Credit Agreement.
- E. Capitalized words and phrases used but not otherwise defined in this Debenture will have the meanings set out in the Credit Agreement. In addition, for purposes hereof, the term "**Secured Obligations**" means, collectively, all Obligations of the Debtor, all obligations, liabilities and indebtedness of the Debtor resulting from or in connection with any Cash Management Arrangements and all Swap Indebtedness of the Debtor owing to the Agent and the Lightstream Lenders.
- F. It is in the interests of the Debtor, as a Subsidiary of the Borrower, to enter into this Debenture and to grant the Security Interest herein contemplated.

**ARTICLE 1  
PROMISE TO PAY**

- 1.1 The Debtor, a partnership formed under the Laws of Alberta, 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 Lightstream 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.

**ARTICLE 2  
PRINCIPAL SUM**

- 2.1 The "**Principal Sum**" is Canadian \$2,000,000,000.

**ARTICLE 3  
INTEREST RATE**

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

**ARTICLE 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 mortgages and charges to and in favour of the Agent for and on behalf of the Lightstream Lenders, as and by way of a first floating charge, all of the Debtor's present and after-acquired real property and grants to and in favour of the Agent for and on behalf of the Lightstream Lenders a first priority 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 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 Debtor Hedging Agreements, any documents evidencing Cash Management Arrangements, the Security, the Documents and any other documents, instruments and agreements, including any guarantees given by the Debtor, entered into by the Debtor pursuant thereto or in connection therewith from time to time (collectively, the "**Credit Documents**"), may dispose of or deal with the Collateral, 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, 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 an Event of Default that is continuing 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 except to the extent otherwise permitted under the Credit Documents. 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 Lightstream 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 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, intellectual property right, 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 regards to the Collateral (including, without

limitation, 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 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 Principal Sum.
- 4.11** The Debtor agrees and acknowledges that the Security Interest and the Collateral are being shared on an equal and pro rata basis, in accordance with the Credit Agreement, among the Lightstream Lenders and this Debenture is being held by the Agent, for its own benefit and on behalf of the Lightstream Lenders.

## ARTICLE 5 ENFORCEMENT

- 5.1** Subject to Section 5.2 hereof and the terms of the Credit Documents, upon the occurrence and during the continuance of any Event of Default, 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-manager for the Collateral or the business and undertaking of the Debtor pertaining to the Collateral (each a "**Receiver**"). Any such Receiver will have, in addition to any other rights, remedies and powers which a Receiver may have at Law 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 Lightstream 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 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 Lien 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 Liens 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 Lightstream 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 nor any Receiver will have any liability as a mortgagee in possession or be accountable for anything except actual receipts.
- (j) **Extensions of Time.** Following the occurrence and during the continuance of any Event of Default, 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 right, remedy or power of the Agent or the Receiver has become exercisable, whether the Principal Sum remaining 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 occurrence of an Event of Default which is continuing 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 is hereby irrevocably waived to the extent permitted by applicable Law.
- (n) **No Implied Waiver.** The rights of the Lightstream Lenders and the Agent hereunder 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 Lightstream Lenders or the Agent or on its behalf will in any way preclude any Lightstream 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 Lightstream Lender may have under this Debenture, at Law, 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 and no right, remedy or power of the Agent or any Lightstream Lender will be exclusive of or dependent on any other. The Agent or any Lightstream Lender may exercise any of their rights, remedies or powers separately or in combination and at any time.

5.2 The proceeds of realization or enforcement hereunder or any other amount from time to time received by the Agent or a Receiver will be applied as follows: first, to the payment in full of all reasonable fees of the Agent and all reasonable 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

Lightstream Lenders, the enforcement of the Security Interest or the preservation of the Collateral; second, in payment to the Agent 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 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 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 required by 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 (to the extent the Collateral has been assigned or conveyed to the Agent, if at all) and release the Security Interest.

#### ARTICLE 6 WAIVER

- 6.1 The Debtor hereby covenants and agrees with the Agent and the Lightstream 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 Lien 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 Lien referred to or mentioned in subparagraph (b)(ii) of this Section 6.1; or
    - (iv) the rights, powers or remedies of the parties under the Credit Documents or Lien, agreement or instrument referred to or mentioned in subparagraphs (b)(ii) or (b)(iii) of this Section 6.1.

#### ARTICLE 7 REPRESENTATIONS

- 7.1 The Debtor represents and warrants to the Agent and each of the Lightstream Lenders that, as at the date hereof, the address of the Debtor's chief executive office is 2800, 525 - 8th Avenue S.W., Calgary, Alberta T2P 1G1 and the Debtor carries on business only in the Provinces of Alberta, Saskatchewan, British Columbia and Manitoba.



**ARTICLE 8  
DEBENTURE SECURES REVOLVING LINE**

- 8.1 This Debenture secures, among other things, a revolving line of credit up to the amount of the Principal Sum, and both present and future advances, and accordingly the Agent and the Lightstream Lenders shall be entitled to all priorities and advantages conferred pursuant to Section 104 of the *Land Titles Act* (Alberta), Part 3 of the *Land Titles Act* (British Columbia), Part III of the *Land Titles Act* (Saskatchewan), and Section 17 of *The Mortgage Act* (Manitoba) as well as and the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (British Columbia), the *Personal Property Security Act* (Saskatchewan), and *The Personal Property Security Act* (Manitoba), as applicable.

**ARTICLE 9  
COVENANTS**

- 9.1 The Debtor covenants and agrees with the Agent that:
- (a) **Further Documentation; Pledge of Instruments.** Subject to Section 4.3 hereof, 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 jurisdictions 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.

**ARTICLE 10  
ATTORNEY IN FACT**

- 10.1** Following the occurrence of an Event of Default that is continuing, 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 reasonably 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) hereof.

**ARTICLE 11  
EXPENSES**

- 11.1** 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), 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.

**ARTICLE 12  
REALIZATION**

- 12.1** 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 Lightstream 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.

**ARTICLE 13  
DEEMED SATISFACTION**

- 13.1** Payment in full to the Agent or the Lightstream Lenders or any of them of all principal amounts owing in respect of the Secured Obligations (other than the Principal Sum contained in this Debenture) 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. In addition, and for certainty, notwithstanding any other provision hereof to the contrary, the Security Interest is granted as (and solely as) continuing collateral security for the obligations, liabilities and indebtedness (present and future) of the Debtor under or pursuant to the Credit Documents.

#### **ARTICLE 14 NO LIABILITY**

- 14.1** Neither the Agent nor any of the Lightstream 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.

#### **ARTICLE 15 PRESENTMENT**

- 15.1** The Debtor hereby expressly waives 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.

#### **ARTICLE 16 ENUREMENT AND ASSIGNMENT**

- 16.1** 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 Lightstream 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.

**ARTICLE 17  
GOVERNING LAW**

- 17.1** 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 Lightstream 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.

**ARTICLE 18  
SEVERABILITY**

- 18.1** 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.

**ARTICLE 19  
CONSENT AND WAIVER**

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

**ARTICLE 20  
NOTICE**

- 20.1** Any notice or other communication 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 Lightstream Lenders to:

**THE TORONTO-DOMINION BANK**, as Agent  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

Attention: Vice President, Loan Syndications - Agency  
Facsimile: (416) 982-5535

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

**LTS RESOURCES PARTNERSHIP**

2800, 525 - 8th Avenue SW

Calgary, Alberta

T2P 1G1

Attention: Senior Vice President and Chief Financial Officer

Facsimile: (403) 218-6075

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 20.1 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 facsimile number for purposes of this Section 20.1 by written notice given in the manner provided in this Section 20.1 to the other party.

**ARTICLE 21  
INCONSISTENCY**

- 21.1 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.

**ARTICLE 22  
RECEIPT OF COPY**

- 22.1 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.

*[remainder of page intentionally left blank]*

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

**LTS RESOURCES PARTNERSHIP, by  
its managing partner, LIGHTSTREAM  
RESOURCES LTD.**

Per: Annie Belecki  
Name:  
Title: **Annie Belecki  
General Counsel**



1863360 ALBERTA LTD.

DEMAND DEBENTURE

**Agent and Address:** THE TORONTO-DOMINION BANK  
in its capacity as Agent as defined below,  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

**Date:** February 3, 2015

PREAMBLE:

- A. Lightstream Resources Ltd., as borrower (under its former name PetroBakken Energy Ltd., the "**Borrower**"), The Toronto-Dominion Bank ("**TD**"), and those other financial institutions which are or hereafter become lenders thereunder (the "**Lenders**") and TD, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") are parties to a second amended and restated credit agreement made effective June 2, 2011 (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, the "**Credit Agreement**").
- B. The Debtor (as hereinafter defined) has, or may, enter into with, and incur Swap Indebtedness to, a Swap Lender pursuant to the terms of any Swap Documents to which it and a Swap Lender are parties (collectively, the "**Debtor Hedging Agreements**").
- C. To secure the payment and performance of the Principal Sum (as hereinafter defined), 1863360 Alberta Ltd. (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 "**Lightstream Lenders**"), a Security Interest (as hereinafter defined) over the Collateral (as hereinafter defined) in accordance with the terms of this Debenture.
- D. The Lightstream Lenders have agreed to share the Security, including, without limitation, this Debenture, in accordance with Sections 4.2 and 17.6 of the Credit Agreement.
- E. Capitalized words and phrases used but not otherwise defined in this Debenture will have the meanings set out in the Credit Agreement. In addition, for purposes hereof, the term "**Secured Obligations**" means, collectively, all Obligations of the Debtor, all obligations, liabilities and indebtedness of the Debtor resulting from or in connection with any Cash Management Arrangements and all Swap Indebtedness of the Debtor owing to the Agent and the Lightstream Lenders.
- F. It is in the interests of the Debtor, as a Subsidiary of the Borrower, to enter into this Debenture and to grant the Security Interest herein contemplated.



**ARTICLE 1  
PROMISE TO PAY**

- 1.1 The Debtor, a body corporate formed under the Laws of Alberta, 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 Lightstream 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.

**ARTICLE 2  
PRINCIPAL SUM**

- 2.1 The "**Principal Sum**" is Canadian \$2,000,000,000.

**ARTICLE 3  
INTEREST RATE**

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

**ARTICLE 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 mortgages and charges to and in favour of the Agent for and on behalf of the Lightstream Lenders, as and by way of a first floating charge, all of the Debtor's present and after-acquired real property and grants to and in favour of the Agent for and on behalf of the Lightstream Lenders a first priority 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 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 Debtor Hedging Agreements, any documents evidencing Cash Management Arrangements, the Security, the Documents and any other documents, instruments and agreements, including any guarantees given by the Debtor, entered into by the Debtor pursuant thereto or in connection therewith from time to time (collectively, the "**Credit Documents**"), may dispose of or deal with the Collateral, 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, 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 an Event of Default that is continuing 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 except to the extent otherwise permitted under the Credit Documents. 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 Lightstream 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 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, intellectual property right, 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 regards to the Collateral (including, without

limitation, 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 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 Principal Sum.
- 4.11 The Debtor agrees and acknowledges that the Security Interest and the Collateral are being shared on an equal and pro rata basis, in accordance with the Credit Agreement, among the Lightstream Lenders and this Debenture is being held by the Agent, for its own benefit and on behalf of the Lightstream Lenders.

#### ARTICLE 5 ENFORCEMENT

- 5.1 Subject to Section 5.2 hereof and the terms of the Credit Documents, upon the occurrence and during the continuance of any Event of Default, 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-manager for the Collateral or the business and undertaking of the Debtor pertaining to the Collateral (each a "Receiver"). Any such Receiver will have, in addition to any other rights, remedies and powers which a Receiver may have at Law 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 Lightstream 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 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 Lien 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 Liens 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 Lightstream 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 nor any Receiver will have any liability as a mortgagee in possession or be accountable for anything except actual receipts.
- (j) **Extensions of Time.** Following the occurrence and during the continuance of any Event of Default, 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 right, remedy or power of the Agent or the Receiver has become exercisable, whether the Principal Sum remaining 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 occurrence of an Event of Default which is continuing 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 is hereby irrevocably waived to the extent permitted by applicable Law.
- (n) **No Implied Waiver.** The rights of the Lightstream Lenders and the Agent hereunder 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 Lightstream Lenders or the Agent or on its behalf will in any way preclude any Lightstream 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 Lightstream Lender may have under this Debenture, at Law, 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 and no right, remedy or power of the Agent or any Lightstream Lender will be exclusive of or dependent on any other. The Agent or any Lightstream Lender may exercise any of their rights, remedies or powers separately or in combination and at any time.

**5.2** The proceeds of realization or enforcement hereunder or any other amount from time to time received by the Agent or a Receiver will be applied as follows: first, to the payment in full of all reasonable fees of the Agent and all reasonable 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

Lightstream Lenders, the enforcement of the Security Interest or the preservation of the Collateral; second, in payment to the Agent 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 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 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 required by 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 (to the extent the Collateral has been assigned or conveyed to the Agent, if at all) and release the Security Interest.

#### ARTICLE 6 WAIVER

- 6.1 The Debtor hereby covenants and agrees with the Agent and the Lightstream 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 Lien 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 Lien referred to or mentioned in subparagraph (b)(ii) of this Section 6.1; or
    - (iv) the rights, powers or remedies of the parties under the Credit Documents or Lien, agreement or instrument referred to or mentioned in subparagraphs (b)(ii) or (b)(iii) of this Section 6.1.

#### ARTICLE 7 REPRESENTATIONS

- 7.1 The Debtor represents and warrants to the Agent and each of the Lightstream Lenders that, as of the date hereof, the address of the Debtor's chief executive office is 2800, 525 - 8th Avenue S.W., Calgary, Alberta T2P 1G1 and the Debtor carries on business only in the Provinces of Alberta and Saskatchewan.

**ARTICLE 8  
DEBENTURE SECURES REVOLVING LINE**

- 8.1 This Debenture secures, among other things, a revolving line of credit up to the amount of the Principal Sum, and both present and future advances, and accordingly the Agent and the Lightstream Lenders shall be entitled to all priorities and advantages conferred pursuant to Section 104 of the *Land Titles Act* (Alberta) and Part III of the *Land Titles Act* (Saskatchewan), as well as and the *Personal Property Security Act* (Alberta) and the *Personal Property Security Act* (Saskatchewan), as applicable.

**ARTICLE 9  
COVENANTS**

- 9.1 The Debtor covenants and agrees with the Agent that:
- (a) **Further Documentation; Pledge of Instruments.** Subject to Section 4.3 hereof, 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 jurisdictions 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.



**ARTICLE 10  
ATTORNEY IN FACT**

- 10.1** Following the occurrence of an Event of Default that is continuing, 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 reasonably 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) hereof.

**ARTICLE 11  
EXPENSES**

- 11.1** 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), 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.

**ARTICLE 12  
REALIZATION**

- 12.1** 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 Lightstream 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.

**ARTICLE 13  
DEEMED SATISFACTION**

- 13.1** Payment in full to the Agent or the Lightstream Lenders or any of them of all principal amounts owing in respect of the Secured Obligations (other than the Principal Sum contained in this Debenture) 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. In addition, and for certainty, notwithstanding any other provision hereof to the contrary, the Security Interest is granted as (and solely as) continuing collateral security for the obligations, liabilities and indebtedness (present and future) of the Debtor under or pursuant to the Credit Documents.

#### **ARTICLE 14 NO LIABILITY**

- 14.1** Neither the Agent nor any of the Lightstream 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.

#### **ARTICLE 15 PRESENTMENT**

- 15.1** The Debtor hereby expressly waives 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.

#### **ARTICLE 16 ENUREMENT AND ASSIGNMENT**

- 16.1** 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 Lightstream 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.

**ARTICLE 17  
GOVERNING LAW**

- 17.1 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 Lightstream 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.

**ARTICLE 18  
SEVERABILITY**

- 18.1 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.

**ARTICLE 19  
CONSENT AND WAIVER**

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

**ARTICLE 20  
NOTICE**

- 20.1 Any notice or other communication 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 Lightstream Lenders to:

**THE TORONTO-DOMINION BANK**, as Agent  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

Attention: Vice President, Loan Syndications - Agency  
Facsimile: (416) 982-5535

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

**1863360 ALBERTA LTD.**  
2800, 525 - 8th Avenue SW  
Calgary, Alberta  
T2P 1G1

Attention: Senior Vice President and Chief Financial Officer  
Facsimile: (403) 218-6075

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 20.1 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 facsimile number for purposes of this Section 20.1 by written notice given in the manner provided in this Section 20.1 to the other party.

#### **ARTICLE 21 INCONSISTENCY**

- 21.1** 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.

#### **ARTICLE 22 RECEIPT OF COPY**

- 22.1** 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.

*[remainder of page intentionally left blank]*

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

**1863360 ALBERTA LTD.**

Per: *Annie Belecki*  
Name: \_\_\_\_\_  
Title: **Annie Belecki**  
**General Counsel**

Annex B  
Annex C

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## BAKKEN RESOURCES PARTNERSHIP

### DEMAND DEBENTURE

**Agent and Address:** THE TORONTO-DOMINION BANK  
in its capacity as Agent as defined below,  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

**Date:** February 3, 2015

#### PREAMBLE:

- A. Lightstream Resources Ltd., as borrower (under its former name PetroBakken Energy Ltd., the "**Borrower**"), The Toronto-Dominion Bank ("**TD**"), and those other financial institutions which are or hereafter become lenders thereunder (the "**Lenders**") and TD, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") are parties to a second amended and restated credit agreement made effective June 2, 2011 (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, the "**Credit Agreement**").
- B. The Debtor (as hereinafter defined) has, or may, enter into with, and incur Swap Indebtedness to, a Swap Lender pursuant to the terms of any Swap Documents to which it and a Swap Lender are parties (collectively, the "**Debtor Hedging Agreements**").
- C. To secure the payment and performance of the Principal Sum (as hereinafter defined), Bakken Resources Partnership (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 "**Lightstream Lenders**"), a Security Interest (as hereinafter defined) over the Collateral (as hereinafter defined) in accordance with the terms of this Debenture.
- D. The Lightstream Lenders have agreed to share the Security, including, without limitation, this Debenture, in accordance with Sections 4.2 and 17.6 of the Credit Agreement.
- E. Capitalized words and phrases used but not otherwise defined in this Debenture will have the meanings set out in the Credit Agreement. In addition, for purposes hereof, the term "**Secured Obligations**" means, collectively, all Obligations of the Debtor, all obligations, liabilities and indebtedness of the Debtor resulting from or in connection with any Cash Management Arrangements and all Swap Indebtedness of the Debtor owing to the Agent and the Lightstream Lenders.
- F. It is in the interests of the Debtor, as a Subsidiary of the Borrower, to enter into this Debenture and to grant the Security Interest herein contemplated.



**ARTICLE 1  
PROMISE TO PAY**

- 1.1 The Debtor, a partnership formed under the Laws of Alberta, 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 Lightstream 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.

**ARTICLE 2  
PRINCIPAL SUM**

- 2.1 The "**Principal Sum**" is Canadian \$2,000,000,000.

**ARTICLE 3  
INTEREST RATE**

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

**ARTICLE 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 mortgages and charges to and in favour of the Agent for and on behalf of the Lightstream Lenders, as and by way of a first floating charge, all of the Debtor's present and after-acquired real property and grants to and in favour of the Agent for and on behalf of the Lightstream Lenders a first priority 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 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 Debtor Hedging Agreements, any documents evidencing Cash Management Arrangements, the Security, the Documents and any other documents, instruments and agreements, including any guarantees given by the Debtor, entered into by the Debtor pursuant thereto or in connection therewith from time to time (collectively, the "**Credit Documents**"), may dispose of or deal with the Collateral, 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, 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 an Event of Default that is continuing 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 except to the extent otherwise permitted under the Credit Documents. 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 Lightstream 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 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, intellectual property right, 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 regards to the Collateral (including, without

limitation, 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 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 Principal Sum.
- 4.11 The Debtor agrees and acknowledges that the Security Interest and the Collateral are being shared on an equal and pro rata basis, in accordance with the Credit Agreement, among the Lightstream Lenders and this Debenture is being held by the Agent, for its own benefit and on behalf of the Lightstream Lenders.

#### ARTICLE 5 ENFORCEMENT

- 5.1 Subject to Section 5.2 hereof and the terms of the Credit Documents, upon the occurrence and during the continuance of any Event of Default, 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-manager for the Collateral or the business and undertaking of the Debtor pertaining to the Collateral (each a "Receiver"). Any such Receiver will have, in addition to any other rights, remedies and powers which a Receiver may have at Law 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 Lightstream 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 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 Lien 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 Liens 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 Lightstream 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 nor any Receiver will have any liability as a mortgagee in possession or be accountable for anything except actual receipts.
- (j) **Extensions of Time.** Following the occurrence and during the continuance of any Event of Default, 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 right, remedy or power of the Agent or the Receiver has become exercisable, whether the Principal Sum remaining 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 occurrence of an Event of Default which is continuing 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 is hereby irrevocably waived to the extent permitted by applicable Law.
- (n) **No Implied Waiver.** The rights of the Lightstream Lenders and the Agent hereunder 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 Lightstream Lenders or the Agent or on its behalf will in any way preclude any Lightstream 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 Lightstream Lender may have under this Debenture, at Law, 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 and no right, remedy or power of the Agent or any Lightstream Lender will be exclusive of or dependent on any other. The Agent or any Lightstream Lender may exercise any of their rights, remedies or powers separately or in combination and at any time.

**5.2** The proceeds of realization or enforcement hereunder or any other amount from time to time received by the Agent or a Receiver will be applied as follows: first, to the payment in full of all reasonable fees of the Agent and all reasonable 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

Lightstream Lenders, the enforcement of the Security Interest or the preservation of the Collateral; second, in payment to the Agent 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 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 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 required by 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 (to the extent the Collateral has been assigned or conveyed to the Agent, if at all) and release the Security Interest.

#### ARTICLE 6 WAIVER

- 6.1 The Debtor hereby covenants and agrees with the Agent and the Lightstream 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 Lien 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 Lien referred to or mentioned in subparagraph (b)(ii) of this Section 6.1; or
    - (iv) the rights, powers or remedies of the parties under the Credit Documents or Lien, agreement or instrument referred to or mentioned in subparagraphs (b)(ii) or (b)(iii) of this Section 6.1.

#### ARTICLE 7 REPRESENTATIONS

- 7.1 The Debtor represents and warrants to the Agent and each of the Lightstream Lenders that, as at the date hereof, the address of the Debtor's chief executive office is 2800, 525 - 8th Avenue S.W., Calgary, Alberta T2P 1G1 and the Debtor carries on business only in the Provinces of Alberta and Saskatchewan.

**ARTICLE 8  
DEBENTURE SECURES REVOLVING LINE**

- 8.1** This Debenture secures, among other things, a revolving line of credit up to the amount of the Principal Sum, and both present and future advances, and accordingly the Agent and the Lightstream Lenders shall be entitled to all priorities and advantages conferred pursuant to Section 104 of the *Land Titles Act* (Alberta) and Part III of the *Land Titles Act* (Saskatchewan), as well as and the *Personal Property Security Act* (Alberta) and the *Personal Property Security Act* (Saskatchewan), as applicable.

**ARTICLE 9  
COVENANTS**

- 9.1** The Debtor covenants and agrees with the Agent that:
- (a) **Further Documentation; Pledge of Instruments.** Subject to Section 4.3 hereof, 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 jurisdictions 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.



**ARTICLE 10  
ATTORNEY IN FACT**

- 10.1** Following the occurrence of an Event of Default that is continuing, 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 reasonably 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) hereof.

**ARTICLE 11  
EXPENSES**

- 11.1** 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), 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.

**ARTICLE 12  
REALIZATION**

- 12.1** 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 Lightstream 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.

**ARTICLE 13  
DEEMED SATISFACTION**

- 13.1** Payment in full to the Agent or the Lightstream Lenders or any of them of all principal amounts owing in respect of the Secured Obligations (other than the Principal Sum contained in this Debenture) 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. In addition, and for certainty, notwithstanding any other provision hereof to the contrary, the Security Interest is granted as (and solely as) continuing collateral security for the obligations, liabilities and indebtedness (present and future) of the Debtor under or pursuant to the Credit Documents.

#### **ARTICLE 14 NO LIABILITY**

- 14.1** Neither the Agent nor any of the Lightstream 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.

#### **ARTICLE 15 PRESENTMENT**

- 15.1** The Debtor hereby expressly waives 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.

#### **ARTICLE 16 ENUREMENT AND ASSIGNMENT**

- 16.1** 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 Lightstream 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.

**ARTICLE 17  
GOVERNING LAW**

- 17.1** 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 Lightstream 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.

**ARTICLE 18  
SEVERABILITY**

- 18.1** 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.

**ARTICLE 19  
CONSENT AND WAIVER**

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

**ARTICLE 20  
NOTICE**

- 20.1** Any notice or other communication 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 Lightstream Lenders to:

**THE TORONTO-DOMINION BANK**, as Agent  
Royal Trust Tower  
77 King Street West, 18th Floor  
Toronto, Ontario  
M5K 1A2

Attention: Vice President, Loan Syndications - Agency  
Facsimile: (416) 982-5535

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

**BAKKEN RESOURCES PARTNERSHIP**

2800, 525 - 8th Avenue SW

Calgary, Alberta

T2P 1G1

Attention: Senior Vice President and Chief Financial Officer

Facsimile: (403) 218-6075

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 20.1 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 facsimile number for purposes of this Section 20.1 by written notice given in the manner provided in this Section 20.1 to the other party.

**ARTICLE 21  
INCONSISTENCY**

- 21.1** 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.

**ARTICLE 22  
RECEIPT OF COPY**

- 22.1** 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.

*[remainder of page intentionally left blank]*

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

**BAKKEN RESOURCES  
PARTNERSHIP, by its managing partner,  
LIGHTSTREAM RESOURCES LTD.**

Per: *Annie Belecki*  
Name: **Annie Belecki**  
Title: **General Counsel**