

Dated the 6th day of December 2022

Between

**NOVUS ENERGY INC.**  
as Borrower

and

**YANCHANG PETROLEUM GROUP (HONG KONG) CO., LIMITED**  
**延長石油集團 (香港) 有限公司**  
as Lender

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**SUPPLEMENTAL FACILITY AGREEMENT**

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**Angela Ho & Associates**  
Room 2507, 25/F., Tower 1  
Lippo Centre  
89 Queensway  
Hong Kong SAR  
Tel.: (852) 2810 6830  
Fax: (852) 2810 0805  
Ref: COMM220136/AH/au

THIS AGREEMENT is made on the 6th day of December 2022.

**BETWEEN:**

- (1) **NOVUS ENERGY INC.**, a company incorporated under the laws of Alberta, Canada with a company number 2015734565, having its registered office at 1900, 520 – 3<sup>rd</sup> Avenue S.W., Calgary, Alberta T2P 0R3 and principal and head office 1700,700 – 4<sup>th</sup> Avenue S.W., Calgary, Alberta T2P 3J4, as borrower (the “**Borrower**”); and
- (2) **YANCHANG PETROLEUM GROUP (HONG KONG) CO., LIMITED 延長石油集團 (香港) 有限公司**, a limited company incorporated under the laws of Hong Kong with company number 1459153 and having its registered office at Suite 1318, 13/F, Two Pacific Place, 88 Queensway, Hong Kong, as lender (the “**Lender**”).

**RECITALS**

- (A) Pursuant to the facility agreement dated 5 November 2019 made between the Borrower and the Lender (the “**Facility Agreement**”), the Lender made available to the Borrower a term loan facility in a principal amount of US\$35,000,000 (the “**Facility**”).
- (B) The Lender and the Borrower agreed to renew the Facility (the “**Renewal**”) by entering into a supplemental facility agreement dated 6 December 2022 (the “**Supplemental Facility Agreement**”) to supplement the Facility Agreement.
- (C) Without prejudice to any other Event of Default (as defined in the Facility Agreement) which may have occurred, the Lender and the Borrower have agreed (among other things) that the Final Repayment Date (as defined in the Facility Agreement) may be renewed, upon the conditions and subject to the terms set out in this Agreement.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Unless otherwise amended, modified or defined herein, terms defined in the Facility Agreement shall have the same meaning when used in this Agreement, including used in the recitals of this Agreement.
- 1.2 The following terms as defined in Clause 1.1 of the Facility Agreement shall be substituted by the following: -

“**Commitment**” means US\$35,000,000 as at the date of this Agreement and any amount as may from time to time be agreed in writing by the Lender and the Borrower.

“**Debenture**” means the demand debenture granted by the Borrower in favour of the Lender dated 5 November 2019 and any new or supplemental debenture as may from time to time be agreed in writing by the Lender and the Borrower.

“**Facility**” means the term loan facility made available under this Agreement and any supplemental agreement as may from time to time be agreed in writing by the Lender and the Borrower.

“**Utilisation Date**” means the date of a Utilisation or renewal of Utilisation, being the date on which the relevant Loan is to be made or renewed.

1.3 The following new terms shall be added to Clause 1.1 of the Facility Agreement:-

“**Utilisation Request on Renewal**” means a notice substantially in the form set out in Schedule 1 (*Form of Utilisation Request on Renewal*).

“**Supplemental Facility Agreement**” means this Agreement.

1.4 This Agreement adopts the same rules of construction as set out in Clause 1.2 of the Facility Agreement.

## 2. **CONDITIONS**

2.1 The Borrower may not deliver a Utilisation Request on Renewal unless the Lender has received all of the documents and evidence listed in Schedule 1 (*Conditions Precedent*). In form and substance satisfactory to the Lender. The conditions of utilisation set out in Clauses 4.2, 4.3 and 4.4 of the Facility Agreement are inserted for the sole benefit of the Lender and may be waived in whole or in part and with or without conditions by the Lender in its absolute discretion without prejudicing its right to require fulfilment of any such other conditions at any time thereafter.

## 3. **SECURITY AND CONFIRMATION**

3.1 The Borrower hereby confirms that this Agreement is designated as a Finance Document and that the Finance Documents to which it is a party shall continue to secure the Loan (including all Obligations) notwithstanding the Renewal.

3.2 By signing this Agreement, the Borrower confirms that, notwithstanding the designation of this Agreement as a Finance Document or any additions, amendments, novation, substitution, or supplements of or to the Finance Documents or the imposition of any amended, new or more onerous obligations under the Finance Documents given by the Borrower in connection with the Facility Agreement shall remain in full force and effect and shall extend to any new obligations assumed by the Borrower under any amended or new Finance Documents.

3.3 By signing this Agreement, the Borrower confirms that the Transaction Security Document shall continue in full force and effect and the Borrower hereby acknowledges and agrees that the security interests granted by it pursuant to or in connection with the Facility Agreement shall remain continuous and affected in accordance with the provisions of the Transaction Security Document, and that the obligations secured thereunder will be the obligations defined as such in the Transaction Security Document as those obligations have been varied pursuant to this Agreement and any amended or new Finance Documents and each term defined by reference to the Facility Agreement

or any other Finance Document shall have the meaning given to such term in the Facility Agreement or such other Finance Document as such may be so varied.

#### **4. REPRESENTATIONS**

- 4.1 The representations set out in Clause 13 of the Facility Agreement are deemed to be repeated by the Borrower on and as of the date of this Agreement.
- 4.2 The Borrower represents and warrants to the Lender that the entry by the Borrower into this Agreement and the compliance or performance by the Borrower of the terms and transactions contemplated herein does not constitute a breach of, or event of default or termination event (or analogous provision, howsoever described) under any agreement or other instrument or document to which any of it is a party or is subject or by which it or any of its property or assets are bound.
- 4.3 The representations made by the Borrower in Clause 4.2 above shall be made on the date of this Agreement and repeated on and as of each day from the date of this Agreement and as if made with reference to the facts and circumstances existing on each such day until all the Indebtedness have been repaid in full.

#### **5. MISCELLANEOUS**

- 5.1 The Borrower and the Lender agree that this Agreement shall be designated as a Finance Document as defined in the Facility Agreement.
- 5.2 Save as expressly provided for in this Agreement, the Borrower confirms that all of its obligations under the Facility Agreement shall continue as modified by this Agreement, and that its obligations under the Facility Agreement (as modified) shall not be changed, limited or in any way prejudiced by reason of the transactions contemplated by this Agreement.
- 5.3 Except to the extent expressly supplemented, modified or amended in this Agreement, no other supplement, modification, or amendment of any provision of the Facility Agreement is given by the terms of this Agreement.
- 5.4 This Agreement is supplemental to the Facility Agreement. The Facility Agreement and this Agreement together shall be read and construed as one instrument. Save and except as varied by this Agreement, all the provisions, terms and effect of and in the Facility Agreement remain unchanged and in effect. Should there be any conflict between the terms and conditions in the Facility Agreement and those in this Agreement, the terms and conditions in this Agreement shall prevail.
- 5.5 For the avoidance of doubt, clauses 20 (*Disclosure of Information*), 25 (*Notices*) and 32 (*Enforcement*) of the Facility Agreement shall apply *mutatis mutandis* to this Agreement.

**6. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**7. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of Hong Kong.

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## SCHEDULE 1

### FORM OF UTILISATION REQUEST ON RENEWAL

From: Novus Energy Inc.

To: Yanchang Petroleum Group (Hong Kong) Co., Limited 延長石油集團 (香港) 有限公司

Dated: [ ]

Dear Sirs,

**Novus Energy Inc. – Facility Agreement dated 5 November 2019  
and the Supplemental Facility Agreement dated [ ] 2022**

1. We refer to the Facility Agreement and the Supplemental Facility Agreement. This is the Renewal Request and is designated as a Finance Document. Terms defined in the Facility Agreement and the Supplemental Facility Agreement shall have the same meaning in this Utilisation Request on Renewal.
2. We wish to renew a Loan on the following terms:  
  
Utilisation Date : [ ] ( or, if that is not a Business Day, the next Business Day)  
  
Amount: : US\$ 35,000,000  
  
Interest : The rate is four point eight per cent (4.8%) per annum  
  
Final Repayment Date : [ ] 2025
3. We confirm and represent that the proceeds of the Loan will only be applied for the purposes specified in Clause 3.1 (*Purpose*) of the Facility Agreement.
4. This Utilisation Request on Renewal is irrevocable.
5. We confirm that the following conditions precedent have been fulfilled:-
  - 5.1 Evidence that all disclosures or announcements required to be made to the Stock Exchange in connection with the Listco and the transactions contemplated under the Supplemental Agreement have been duly-made, and the Supplemental Facility Agreement and transactions contemplated thereunder have been approved by the general shareholders' meeting of the Listco; and
  - 5.2 The Borrower and the Lender having obtained all necessary approvals in relation to the transactions contemplated under the Supplemental Facility Agreement, including but not limited to passing relevant board resolutions to approve the transactions contemplated under the Supplemental Facility Agreement.

Yours Faithfully

\_\_\_\_\_  
authorised signatory for  
Novus Energy Inc.

IN WITNESS whereof this Agreement has been duly executed and delivered as a deed on the day and year first above written.

**THE BORROWER**

Executed and delivered AS A DEED )  
)  
for and on behalf of )  
NOVUS ENERGY INC. )  
)  
SIGNED by )  
)  
)  
in the presence of: - )



**THE LENDER**

Executed and delivered AS A DEED )  
)  
for and on behalf of )  
YANCHANG PETROLEUM GROUP )  
(延長石油集團(香港)有限公司) )  
)  
SIGNED by )  
)  
)  
in the presence of: - )

