

Appendix F Executed Security Side Letter Agreements (Redacted)

F1 Port Edward LNG Ltd. Security Side Letter Agreement

F2 Top Speed Energy Canada Holding Ltd. Security Side Letter Agreement

Appendix F1 Port Edward LNG Ltd. Security Side Letter Agreement (Redacted)

SIDE LETTER AGREEMENT

TO: Port Edward LNG Ltd. ("**Shipper**")

RE: Temporary Staged Credit Support for Pacific Northern Gas Ltd. ("**Transporter**") in respect of Shipper's Port Edward LNG project (the "**Project**")

In connection with the Credit Support Shipper is required to provide under:

- (a) the Service Agreement for Firm Transportation Service made as of the 18th day of September, 2020 between Shipper and Transporter with a "Shipper Service Request Date" therein of December 1, 2022 (as it may be amended, supplemented, restated, amended and restated, assigned or otherwise modified from time to time, the "**Phase 1 TSA**");
- (b) the Service Agreement for Firm Transportation Service made as of the 18th day of September, 2020 between Shipper and Transporter with a "Shipper Service Request Date" therein of July 1, 2024 (as it may be amended, supplemented, restated, amended and restated, assigned or otherwise modified from time to time, the "**Phase 2 TSA**"); and
- (c) the Service Agreement for Transportation Service on Interconnection Facilities made as of the 18th day of September, 2020 between Shipper and Transporter (as it may be amended, supplemented, restated, amended and restated, assigned or otherwise modified from time to time, the "**Interconnection Agreement**");

(the Phase 1 TSA, Phase 2 TSA, and Interconnection Agreement, being hereinafter collectively referred to as the "**Agreements**", and individually as an "**Agreement**") Shipper, and Transporter, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby wish to confirm this agreement (this "**Side Letter Agreement**") notwithstanding the terms of the Agreements:

1. Shipper shall, on or before the effective date of the Agreements, provide an Approved Letter of Credit, available to Transporter to draw on in respect of each and every Agreement, in a total amount of [REDACTED].
2. Shipper shall, on or before [REDACTED], provide an additional Approved Letter of Credit, available to Transporter to draw on in respect of each and every Agreement, in an incremental amount of [REDACTED] (for total Credit Support of [REDACTED]).
3. Unless Shipper provides a Guarantee, acceptable to Transporter, Shipper shall, on or before the date that is not later than the earlier to occur of:
 - (a) the date that is ten (10) Business Days following the date Transporter notifies Shipper that Transporter has received approval by the BCUC of the terms of the

Agreements, on terms, including conditions, if any, satisfactory to Transporter, in its sole discretion; or

- (b) [REDACTED]; or
- (c) such other date as is ordered by the BCUC for Shipper to provide the Credit Support required under the Agreements

(such date being the "**Side Letter Agreement Expiry Date**")

provide an additional Approved Letter of Credit, available to Transporter to draw on in respect of each and every Agreement, in an incremental amount of the sum of [REDACTED] plus any additional credit support amounts that Shipper has been notified by Transporter at the time are required under section 5.4 of the Interconnection Agreement (the "**Additional Credit Support Amounts**") (for total Credit Support of [REDACTED] plus any Additional Credit Support Amounts).

4. Shipper acknowledges and agrees that this Side Letter Agreement allows Shipper to temporarily defer certain Credit Support obligations under the Agreements and that upon the expiry or earlier termination of this Side Letter Agreement by Transporter in accordance with paragraph 6, all applicable Credit Support obligations will resume as normal in accordance with each of the Agreements at the time of the expiry or earlier termination.
5. In consideration for the forbearance provided pursuant to this Side Letter Agreement, Shipper agrees to pay to Transporter, from [REDACTED] until the earlier of, the date Shipper provides a Guarantee, acceptable to Transporter, or the date Shipper provides the Approved Letter of Credit required under paragraph 3, a charge of 5.15 % interest per annum (being Transporter's 2020 effective long term interest rate for the Pipeline) on [REDACTED] and on any Additional Credit Support Amounts (from the date Shipper is notified of such amount(s)), which interest amounts shall be calculated daily, invoiced by Transporter on a monthly basis, and payable by Shipper within thirty (30) days of the date of Transporter's invoice. The amounts paid by Shipper in respect of these interest charges are non-refundable; except that upon achievement of the Commencement Date under any of the Agreements, Transporter agrees to credit such amounts paid to the Demand Charges payable under the relevant Agreement(s) in equal amounts over the first 24 full calendar months following the Commencement Date, unless any of the Agreements are terminated early in accordance with their terms. Where the Commencement Date has been achieved for more than one Agreement, Transporter shall by notice to Shipper allocate available credits to the Demand Charges under such Agreement or Agreements as Transporter elects in its sole discretion.
6. In the event Shipper fails to comply with this Side Letter Agreement in Transporter's reasonable determination and Shipper does not cure such default within 10 days written notice from Transporter of such default, Transporter may terminate this Side Letter Agreement by written notice to Shipper. Shipper acknowledges and agrees that its failure

to comply with this Side Letter Agreement will be deemed to be a Critical Shipper Default under each of the Agreements.

7. This Side Letter Agreement will continue in force until the earlier of, the date Shipper provides a Guarantee, acceptable to Transporter, or until the Side Letter Agreement Expiry Date, unless earlier terminated by Transporter in accordance with paragraph 6. The expiry or termination of this Side Letter Agreement will not discharge or release Shipper from any of its liabilities or obligations accrued at the time of such expiry or termination or from any of its liabilities or obligations that expressly continue beyond or arise out of such expiry or termination of this Side Letter Agreement.
8. Subject to the terms and conditions of this Side Letter Agreement, all other provisions of the Agreements are hereby affirmed by the Parties.
9. All terms used but not defined herein shall have the meaning ascribed to them in Transporter's General and Terms and Conditions – Industrial Transportation Service applicable to the Agreements.
10. The Parties expressly acknowledge and agree that, subject to any disclosure as may be required by law, the contents of this Side Letter Agreement shall remain confidential and shall not be disclosed to any third party, with the exception of the Parties' legal or financial advisors.
11. This Side Letter Agreement will be governed by, construed, interpreted, and performed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding such conflict of laws doctrines as may cause the laws of some other jurisdiction to apply.
12. Each Party will execute and deliver all such further documents and do all such acts and things as may be reasonably required from time to time by the other Party to give effect to the purpose and intent of this Side Letter Agreement.
13. This Side Letter Agreement may be executed by the Parties in any number of counterparts and by electronic transmission, each of which will be deemed an original instrument, but all of which will together constitute one and the same instrument.

(The remainder of this page is intentionally left blank. Signature page follows.)

Please sign this Side Letter Agreement and return it to Transporter to confirm the acceptance of its terms.

Yours truly,

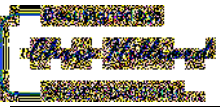
PACIFIC NORTHERN GAS LTD.

Per: 

Name: Leigh Ann Shoji-Lee
Title: President

Agreed to and accepted this 18th day of September, 2020 by:

PORT EDWARD LNG LTD.

Per: 

Name: Chris Hilliard
Title: President

**Appendix F2 Top Speed Energy Canada Holding Ltd. Security Side Letter Agreement
(Redacted)**

SIDE LETTER AGREEMENT

TO: Top Speed Energy Canada Holding Ltd. ("**Shipper**")

RE: Temporary Staged Credit Support for Pacific Northern Gas Ltd. ("**Transporter**") in respect of Shipper's Skeena and Totem projects

In connection with the Credit Support Shipper is required to provide under:

- (a) the Service Agreement for Firm Transportation Service made as of August 28th, 2020 between Shipper and Transporter with a delivery point in Terrace, BC (as it may be amended, supplemented, restated, amended and restated, assigned or otherwise modified from time to time, the "**Skeena TSA**");
- (b) the Service Agreement for Transportation Service on Interconnection Facilities made as of August 28th, 2020 between Shipper and Transporter with a delivery point in Terrace, BC (as it may be amended, supplemented, restated, amended and restated, assigned or otherwise modified from time to time, the "**Skeena Interconnection Agreement**");
- (c) the Service Agreement for Firm Transportation Service made as of August 28th, 2020 between Shipper and Transporter with a delivery point in Prince Rupert, BC (as it may be amended, supplemented, restated, amended and restated, assigned or otherwise modified from time to time, the "**Totem TSA**"); and
- (d) the Service Agreement for Transportation Service on Interconnection Facilities made as of August 28th, 2020 between Shipper and Transporter with a delivery point in Prince Rupert, BC (as it may be amended, supplemented, restated, amended and restated, assigned or otherwise modified from time to time, the "**Totem Interconnection Agreement**");

(the Skeena TSA, Skeena Interconnection Agreement, Totem TSA, and Totem Interconnection Agreement, being hereinafter collectively referred to as the "**Agreements**", and individually as an "**Agreement**") Shipper, and Transporter, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby wish to confirm this agreement (this "**Side Letter Agreement**") notwithstanding the terms of the Agreements:

1. Shipper shall, on or before the effective date of the Agreements, provide an Approved Letter of Credit, available to Transporter to draw on in respect of each and every Agreement, in a total amount of [REDACTED]
2. Shipper shall, on or before [REDACTED] provide an additional Approved Letter of Credit, available to Transporter to draw on in respect of each and every Agreement, in an incremental amount of [REDACTED] (for total Credit Support of [REDACTED]).

3. Shipper shall, as soon as reasonably possible after [REDACTED] but not later than the earlier to occur of:
- (a) the date that is ten (10) Business Days following the date Transporter notifies Shipper that Transporter has received approval by the BCUC of the terms of the Agreements, on terms, including conditions, if any, satisfactory to Transporter, in its sole discretion; or
 - (b) [REDACTED] or
 - (c) such other date as is ordered by the BCUC for Shipper to provide the Credit Support required under the Agreements

(such date being the "**Side Letter Agreement Expiry Date**")

provide an additional Approved Letter of Credit, available to Transporter to draw on in respect of each and every Agreement, in an incremental amount of the sum of [REDACTED] plus any additional credit support amounts that Shipper has been notified by Transporter at the time are required under section 5.4 of the Skeena Interconnection Agreement and the Totem Interconnection Agreement, respectively, (the "**Additional Credit Support Amounts**") (for total Credit Support of [REDACTED] plus any Additional Credit Support Amounts).

4. Shipper acknowledges and agrees that this Side Letter Agreement allows Shipper to temporarily defer certain Credit Support obligations under the Agreements and that upon the expiry or earlier termination of this Side Letter Agreement by Transporter in accordance with paragraph 6, all applicable Credit Support obligations will resume as normal in accordance with each of the Agreements at the time of the expiry or earlier termination.
5. In consideration for the forbearance provided pursuant to this Side Letter Agreement, Shipper agrees to pay to Transporter, from [REDACTED] until the date Shipper provides the Approved Letter of Credit required under paragraph 3, a charge of 5.15 % interest per annum (being Transporter's 2020 effective long term interest rate for the Pipeline) on [REDACTED] and on any Additional Credit Support Amounts (from the date Shipper is notified of such amount(s)), which interest amounts shall be calculated daily, invoiced by Transporter on a monthly basis, and payable by Shipper within thirty (30) days of the date of Transporter's invoice. The amounts paid by Shipper in respect of these interest charges are non-refundable; except that upon achievement of the Commencement Date under any of the Agreements, Transporter agrees to credit such amounts paid to the Demand Charges payable under the relevant Agreement(s) in equal amounts over the first 24 full calendar months following the Commencement Date, unless any of the Agreements are terminated early in accordance with their terms. Where the Commencement Date has been achieved for more than one Agreement, Transporter shall by notice to Shipper allocate available credits to the Demand Charges under such Agreement or Agreements as Transporter elects in its sole discretion.


6. In the event Shipper fails to comply with this Side Letter Agreement in Transporter's reasonable determination, Transporter may terminate this Side Letter Agreement by written notice to Shipper. Shipper acknowledges and agrees that its failure to comply with this Side Letter Agreement will be deemed to be a Critical Shipper Default under each of the Agreements.
7. This Side Letter Agreement will continue in force until the Side Letter Agreement Expiry Date, unless earlier terminated by Transporter in accordance with paragraph 6. The expiry or termination of this Agreement will not discharge or release Shipper from any of its liabilities or obligations accrued at the time of such expiry or termination or from any of its liabilities or obligations that expressly continue beyond or arise out of such expiry or termination of this Agreement.
8. All other provisions of the Agreements are hereby affirmed by the Parties.
9. All terms used but not defined herein shall have the meaning ascribed to them in Transporter's General and Terms and Conditions – Industrial Transportation Service applicable to the Agreements.
10. The Parties expressly acknowledge and agree that, subject to any disclosure as may be required by law, the contents of this Side Letter Agreement shall remain confidential and shall not be disclosed to any third party, with the exception of the Parties' legal or financial advisors.
11. This Side Letter Agreement will be governed by, construed, interpreted, and performed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding such conflict of laws doctrines as may cause the laws of some other jurisdiction to apply.
12. Each Party will execute and deliver all such further documents and do all such acts and things as may be reasonably required from time to time by the other Party to give effect to the purpose and intent of this Side Letter Agreement.
13. This Side Letter Agreement may be executed by the Parties in any number of counterparts and by electronic transmission, each of which will be deemed an original instrument, but all of which will together constitute one and the same instrument.

(The remainder of this page is intentionally left blank. Signature page follows.)

Please sign this Side Letter Agreement and return it to Transporter to confirm the acceptance of its terms.


Yours truly,

PACIFIC NORTHERN GAS LTD.

Per: 
Name: Leigh Ann Shoji-Lee
Title: President

Agreed to and accepted this 28th day of August, 2020 by:

**TOP SPEED ENERGY CANADA
HOLDING LTD.**

Per: 
Name:
Title: