

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 10th day of December, 2023.

BETWEEN:

PETER NEWMAN

(the “**Securityholder**”)

– and –

1453709 B.C. LTD.

a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Forza Petroleum Limited (the “**Company**”), a company existing under the federal laws of Canada, and awards issued under the Company’s long term incentive plan (“**Awards**”) set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Purchaser and the Company have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”), pursuant to which, among other things, the Purchaser will acquire all of the Shares that it does not already hold, in exchange for a cash payment to the holders thereof.

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Securities**” means that number of Shares and Awards set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares and Awards owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares and Awards acquired by the Securityholder after the date hereof.

ARTICLE 2 COVENANTS

2.1 Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as expressly permitted by this Agreement:

- (a) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement is sought, the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, in favour of the approval of the Arrangement Resolution, the transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement or this Agreement;
- (c) the Securityholder hereby revokes any and all authorities pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form, other voting document or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind, in any case, that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other

than (A) pursuant to this Agreement; (B) upon the death of the Securityholder; or (C) to a Person controlled by the Securityholder who executes an agreement in favour of the Purchaser in the same form as this Agreement;

- (e) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (f) except in the Securityholder's capacity as director or officer of the Company to the extent permitted by the Arrangement Agreement and applicable Laws, if applicable, the Securityholder shall not take any other action of any kind that would reasonably be expected to preclude, frustrate, delay or interfere with the completion of the Arrangement or any other transactions contemplated by the Arrangement Agreement;
- (g) without limiting the obligations in Sections 2.1(a) and (b), no later than 10 Business Days prior to the date of the Company Meeting: (i) with respect to all Shares that are registered in the name of the Securityholder and all Awards, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution; and (ii) with respect to all Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds the Securityholder's beneficial interest in the Securityholder's Shares instructing that the Securityholder's Shares be voted at the Company Meeting in favour of the Arrangement Resolution, provided that such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser, and provided further that the Securityholder shall promptly provide to the Purchaser evidence of the completion of the foregoing; and
- (h) if the Securityholder acquires any additional Shares or Awards, the Securityholder covenants to notify the Purchaser of each such acquisition and agrees and acknowledges that such additional securities shall be deemed to be Subject Securities for purposes of this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to, and covenants with, the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Capacity.** The Securityholder has the power and capacity to execute and deliver this Agreement and to perform the Securityholder's obligations hereunder.

- (b) **Authorization.** If the Securityholder is not an individual, the execution, delivery and performance of this Agreement by the Securityholder has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder. No consent, approval, Order, or Authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **Ownership of Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto free of any and all encumbrances and demands of any nature or kind whatsoever. As of the date hereof, the Securityholder does not, directly or indirectly, control or direct or own or have any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Securityholder or Transfer to such Securityholder of registered or beneficial interest in any other securities of the Company other than as disclosed on the Securityholder's signature page attached to this Agreement.
- (e) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (f) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder nor the compliance by the Securityholder with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) if the Securityholder is not an individual, any provision of its articles or by-laws (or other constating documents); (ii) any contract to which the Securityholder is a party to or by which the Securityholder or its assets are bound; or (iii) any Laws applicable to the Securityholder.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities and to sell or cause the sale of all of the Subject Securities disclosed on the Securityholder signature page as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **No Proceedings.** There is no private or governmental Proceeding pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the

aggregate, would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder. There is no Order of any Governmental Entity against the Securityholder that would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder.

- (i) **Legal Advice.** The Securityholder confirms by the execution and delivery of this Agreement that the Securityholder has either obtained independent legal advice or waived the Securityholder's right to do so in connection with entering into this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to, and covenants with, the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the laws of the Province of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Purchaser nor the compliance by it with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) any provision of its articles or by-laws (or other constating documents); or (ii) any Laws applicable to the Purchaser.

ARTICLE 4 TERMINATION

4.1 Termination

- (a) This Agreement will automatically terminate upon the earliest of:
 - (i) the Effective Time; or
 - (ii) upon the termination of the Arrangement Agreement in accordance with its terms.
- (b) This Agreement may be terminated:

- (i) at any time upon the mutual written agreement of the Purchaser and the Securityholder;
- (ii) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects; or
- (iii) by the Securityholder if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; or (iii) if, without the prior written consent of the Securityholder, the Arrangement Agreement or Plan of Arrangement is amended in any manner that would result in a decrease in the amount, or change in the form, of Consideration payable pursuant to the Arrangement.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

ARTICLE 5 GENERAL

5.1 Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in the Securityholder's capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder in the Securityholder's capacity as a director or officer of the Company or any of its Subsidiaries, if applicable. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Securityholder from properly fulfilling the Securityholder's fiduciary duties as a director or officer of the Company or any of its Subsidiaries, if applicable (including, without limitation, taking any action permitted by the Arrangement Agreement).

5.2 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.3 Disclosure

The Securityholder hereby consents to: (i) the disclosure of the substance of this Agreement in (A) any press release relating to the Arrangement; (B) any material change report

relating to the Arrangement; and (C) the Company Circular, and (ii) the filing of a copy hereof by the Company on www.sedarplus.com.

Except as set forth above or as required by applicable Laws or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. Each of the parties agrees to consult with the other party hereto prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

5.4 Time

Time shall be of the essence in this Agreement.

5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

5.6 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

5.11 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

(a) the Purchaser, addressed as follows:

1453709 B.C. Ltd.
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
Canada

Attention: Brad Camp
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000
Toronto, ON M5L 1A9
Canada

Attention: Markus Viirland / Richard Turner
Email: markus.viirland@blakes.com / richard.turner@blakes.com

(b) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.12 Specific Performance and other Equitable Rights

Each of the parties hereto agrees with the other that: (i) money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to

any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank. Signature page follows.]

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

1453709 B.C. LTD.

By: "Baz Raof Kareem" (signed)
Name: Baz Raof Kareem
Title: Director

IF YOU ARE AN INDIVIDUAL (sign in front of witness):

Andrew McVey

Peter Newman

(Print Name of Witness)

(Print Name of Securityholder)

"Andrew McVey" (signed)

"Peter Newman" (signed)

(Signature of Witness)

(Signature of Securityholder)

- OR -

IF YOU ARE NOT AN INDIVIDUAL (sign by authorized signatory):

(Print Name of Corporation or other Entity)

(Signature of Authorized Signatory)

(Print Name and Title of Authorized Signatory)

Address: _____

Email: _____

368,722

(Number of Shares Held)

0

(Number of Awards Held)

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 10th day of December, 2023.

BETWEEN:

SHANE CLONINGER

(the “**Securityholder**”)

– and –

1453709 B.C. LTD.

a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Forza Petroleum Limited (the “**Company**”), a company existing under the federal laws of Canada, and awards issued under the Company’s long term incentive plan (“**Awards**”) set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Purchaser and the Company have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”), pursuant to which, among other things, the Purchaser will acquire all of the Shares that it does not already hold, in exchange for a cash payment to the holders thereof.

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Securities**” means that number of Shares and Awards set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares and Awards owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares and Awards acquired by the Securityholder after the date hereof.

ARTICLE 2 COVENANTS

2.1 Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as expressly permitted by this Agreement:

- (a) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement is sought, the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, in favour of the approval of the Arrangement Resolution, the transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement or this Agreement;
- (c) the Securityholder hereby revokes any and all authorities pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form, other voting document or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind, in any case, that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other

than (A) pursuant to this Agreement; (B) upon the death of the Securityholder; or (C) to a Person controlled by the Securityholder who executes an agreement in favour of the Purchaser in the same form as this Agreement;

- (e) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (f) except in the Securityholder's capacity as director or officer of the Company to the extent permitted by the Arrangement Agreement and applicable Laws, if applicable, the Securityholder shall not take any other action of any kind that would reasonably be expected to preclude, frustrate, delay or interfere with the completion of the Arrangement or any other transactions contemplated by the Arrangement Agreement;
- (g) without limiting the obligations in Sections 2.1(a) and (b), no later than 10 Business Days prior to the date of the Company Meeting: (i) with respect to all Shares that are registered in the name of the Securityholder and all Awards, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution; and (ii) with respect to all Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds the Securityholder's beneficial interest in the Securityholder's Shares instructing that the Securityholder's Shares be voted at the Company Meeting in favour of the Arrangement Resolution, provided that such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser, and provided further that the Securityholder shall promptly provide to the Purchaser evidence of the completion of the foregoing; and
- (h) if the Securityholder acquires any additional Shares or Awards, the Securityholder covenants to notify the Purchaser of each such acquisition and agrees and acknowledges that such additional securities shall be deemed to be Subject Securities for purposes of this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to, and covenants with, the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Capacity.** The Securityholder has the power and capacity to execute and deliver this Agreement and to perform the Securityholder's obligations hereunder.

- (b) **Authorization.** If the Securityholder is not an individual, the execution, delivery and performance of this Agreement by the Securityholder has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder. No consent, approval, Order, or Authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **Ownership of Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto free of any and all encumbrances and demands of any nature or kind whatsoever. As of the date hereof, the Securityholder does not, directly or indirectly, control or direct or own or have any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Securityholder or Transfer to such Securityholder of registered or beneficial interest in any other securities of the Company other than as disclosed on the Securityholder's signature page attached to this Agreement.
- (e) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (f) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder nor the compliance by the Securityholder with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) if the Securityholder is not an individual, any provision of its articles or by-laws (or other constating documents); (ii) any contract to which the Securityholder is a party to or by which the Securityholder or its assets are bound; or (iii) any Laws applicable to the Securityholder.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities and to sell or cause the sale of all of the Subject Securities disclosed on the Securityholder signature page as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **No Proceedings.** There is no private or governmental Proceeding pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the

aggregate, would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder. There is no Order of any Governmental Entity against the Securityholder that would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder.

- (i) **Legal Advice.** The Securityholder confirms by the execution and delivery of this Agreement that the Securityholder has either obtained independent legal advice or waived the Securityholder's right to do so in connection with entering into this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to, and covenants with, the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the laws of the Province of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Purchaser nor the compliance by it with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) any provision of its articles or by-laws (or other constating documents); or (ii) any Laws applicable to the Purchaser.

ARTICLE 4 TERMINATION

4.1 Termination

- (a) This Agreement will automatically terminate upon the earliest of:
 - (i) the Effective Time; or
 - (ii) upon the termination of the Arrangement Agreement in accordance with its terms.
- (b) This Agreement may be terminated:

- (i) at any time upon the mutual written agreement of the Purchaser and the Securityholder;
- (ii) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects; or
- (iii) by the Securityholder if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; or (iii) if, without the prior written consent of the Securityholder, the Arrangement Agreement or Plan of Arrangement is amended in any manner that would result in a decrease in the amount, or change in the form, of Consideration payable pursuant to the Arrangement.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

ARTICLE 5 GENERAL

5.1 Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in the Securityholder's capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder in the Securityholder's capacity as a director or officer of the Company or any of its Subsidiaries, if applicable. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Securityholder from properly fulfilling the Securityholder's fiduciary duties as a director or officer of the Company or any of its Subsidiaries, if applicable (including, without limitation, taking any action permitted by the Arrangement Agreement).

5.2 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.3 Disclosure

The Securityholder hereby consents to: (i) the disclosure of the substance of this Agreement in (A) any press release relating to the Arrangement; (B) any material change report

relating to the Arrangement; and (C) the Company Circular, and (ii) the filing of a copy hereof by the Company on www.sedarplus.com.

Except as set forth above or as required by applicable Laws or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. Each of the parties agrees to consult with the other party hereto prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

5.4 Time

Time shall be of the essence in this Agreement.

5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

5.6 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

5.11 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

(a) the Purchaser, addressed as follows:

1453709 B.C. Ltd.
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
Canada

Attention: Brad Camp
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000
Toronto, ON M5L 1A9
Canada

Attention: Markus Viirland / Richard Turner
Email: markus.viirland@blakes.com / richard.turner@blakes.com

(b) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.12 Specific Performance and other Equitable Rights

Each of the parties hereto agrees with the other that: (i) money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to

any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank. Signature page follows.]

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

1453709 B.C. LTD.

By: "Baz Raof Kareem" (signed)
Name: Baz Raof Kareem
Title: Director

IF YOU ARE AN INDIVIDUAL (sign in front of witness):

Catalin Stoica

Shane Cloninger

(Print Name of Witness)

(Print Name of Securityholder)

"Catalin Stoica" (signed)

"Shane Cloninger" (signed)

(Signature of Witness)

(Signature of Securityholder)

- OR -

IF YOU ARE NOT AN INDIVIDUAL (sign by authorized signatory):

(Print Name of Corporation or other Entity)

(Signature of Authorized Signatory)

(Print Name and Title of Authorized Signatory)

Address: _____

Email: _____

5,645,516

(Number of Shares Held)

3,966,683

(Number of Awards Held)

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 10th day of December, 2023.

BETWEEN:

VANCE QUERIO

(the “**Securityholder**”)

– and –

1453709 B.C. LTD.

a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Forza Petroleum Limited (the “**Company**”), a company existing under the federal laws of Canada, and awards issued under the Company’s long term incentive plan (“**Awards**”) set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Purchaser and the Company have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”), pursuant to which, among other things, the Purchaser will acquire all of the Shares that it does not already hold, in exchange for a cash payment to the holders thereof.

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Securities**” means that number of Shares and Awards set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares and Awards owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares and Awards acquired by the Securityholder after the date hereof.

ARTICLE 2 COVENANTS

2.1 Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as expressly permitted by this Agreement:

- (a) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement is sought, the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, in favour of the approval of the Arrangement Resolution, the transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement or this Agreement;
- (c) the Securityholder hereby revokes any and all authorities pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form, other voting document or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind, in any case, that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other

than (A) pursuant to this Agreement; (B) upon the death of the Securityholder; or (C) to a Person controlled by the Securityholder who executes an agreement in favour of the Purchaser in the same form as this Agreement;

- (e) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (f) except in the Securityholder's capacity as director or officer of the Company to the extent permitted by the Arrangement Agreement and applicable Laws, if applicable, the Securityholder shall not take any other action of any kind that would reasonably be expected to preclude, frustrate, delay or interfere with the completion of the Arrangement or any other transactions contemplated by the Arrangement Agreement;
- (g) without limiting the obligations in Sections 2.1(a) and (b), no later than 10 Business Days prior to the date of the Company Meeting: (i) with respect to all Shares that are registered in the name of the Securityholder and all Awards, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution; and (ii) with respect to all Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds the Securityholder's beneficial interest in the Securityholder's Shares instructing that the Securityholder's Shares be voted at the Company Meeting in favour of the Arrangement Resolution, provided that such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser, and provided further that the Securityholder shall promptly provide to the Purchaser evidence of the completion of the foregoing; and
- (h) if the Securityholder acquires any additional Shares or Awards, the Securityholder covenants to notify the Purchaser of each such acquisition and agrees and acknowledges that such additional securities shall be deemed to be Subject Securities for purposes of this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to, and covenants with, the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Capacity.** The Securityholder has the power and capacity to execute and deliver this Agreement and to perform the Securityholder's obligations hereunder.

- (b) **Authorization.** If the Securityholder is not an individual, the execution, delivery and performance of this Agreement by the Securityholder has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder. No consent, approval, Order, or Authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **Ownership of Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto free of any and all encumbrances and demands of any nature or kind whatsoever. As of the date hereof, the Securityholder does not, directly or indirectly, control or direct or own or have any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Securityholder or Transfer to such Securityholder of registered or beneficial interest in any other securities of the Company other than as disclosed on the Securityholder's signature page attached to this Agreement.
- (e) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (f) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder nor the compliance by the Securityholder with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) if the Securityholder is not an individual, any provision of its articles or by-laws (or other constating documents); (ii) any contract to which the Securityholder is a party to or by which the Securityholder or its assets are bound; or (iii) any Laws applicable to the Securityholder.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities and to sell or cause the sale of all of the Subject Securities disclosed on the Securityholder signature page as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **No Proceedings.** There is no private or governmental Proceeding pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the

aggregate, would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder. There is no Order of any Governmental Entity against the Securityholder that would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder.

- (i) **Legal Advice.** The Securityholder confirms by the execution and delivery of this Agreement that the Securityholder has either obtained independent legal advice or waived the Securityholder's right to do so in connection with entering into this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to, and covenants with, the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the laws of the Province of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Purchaser nor the compliance by it with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) any provision of its articles or by-laws (or other constating documents); or (ii) any Laws applicable to the Purchaser.

ARTICLE 4 TERMINATION

4.1 Termination

- (a) This Agreement will automatically terminate upon the earliest of:
 - (i) the Effective Time; or
 - (ii) upon the termination of the Arrangement Agreement in accordance with its terms.
- (b) This Agreement may be terminated:

- (i) at any time upon the mutual written agreement of the Purchaser and the Securityholder;
- (ii) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects; or
- (iii) by the Securityholder if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; or (iii) if, without the prior written consent of the Securityholder, the Arrangement Agreement or Plan of Arrangement is amended in any manner that would result in a decrease in the amount, or change in the form, of Consideration payable pursuant to the Arrangement.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

ARTICLE 5 GENERAL

5.1 Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in the Securityholder's capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder in the Securityholder's capacity as a director or officer of the Company or any of its Subsidiaries, if applicable. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Securityholder from properly fulfilling the Securityholder's fiduciary duties as a director or officer of the Company or any of its Subsidiaries, if applicable (including, without limitation, taking any action permitted by the Arrangement Agreement).

5.2 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.3 Disclosure

The Securityholder hereby consents to: (i) the disclosure of the substance of this Agreement in (A) any press release relating to the Arrangement; (B) any material change report

relating to the Arrangement; and (C) the Company Circular, and (ii) the filing of a copy hereof by the Company on www.sedarplus.com.

Except as set forth above or as required by applicable Laws or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. Each of the parties agrees to consult with the other party hereto prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

5.4 Time

Time shall be of the essence in this Agreement.

5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

5.6 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

5.11 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

(a) the Purchaser, addressed as follows:

1453709 B.C. Ltd.
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
Canada

Attention: Brad Camp
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000
Toronto, ON M5L 1A9
Canada

Attention: Markus Viirland / Richard Turner
Email: markus.viirland@blakes.com / richard.turner@blakes.com

(b) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.12 Specific Performance and other Equitable Rights

Each of the parties hereto agrees with the other that: (i) money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to

any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank. Signature page follows.]

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

1453709 B.C. LTD.

By: "Baz Raof Kareem" (signed)
Name: Baz Raof Kareem
Title: Director

IF YOU ARE AN INDIVIDUAL (sign in front of witness):

Kevin McPhee

Vance Querio

(Print Name of Witness)

(Print Name of Securityholder)

"Kevin McPhee" (signed)

"Vance Querio" (signed)

(Signature of Witness)

(Signature of Securityholder)

- OR -

IF YOU ARE NOT AN INDIVIDUAL (sign by authorized signatory):

(Print Name of Corporation or other Entity)

(Signature of Authorized Signatory)

(Print Name and Title of Authorized Signatory)

Address: _____

Email: _____

9,043,308

(Number of Shares Held)

0

(Number of Awards Held)

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 10th day of December, 2023.

BETWEEN:

YANN CHIFFOLEAU

(the “**Securityholder**”)

– and –

1453709 B.C. LTD.

a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Forza Petroleum Limited (the “**Company**”), a company existing under the federal laws of Canada, and awards issued under the Company’s long term incentive plan (“**Awards**”) set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Purchaser and the Company have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”), pursuant to which, among other things, the Purchaser will acquire all of the Shares that it does not already hold, in exchange for a cash payment to the holders thereof.

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Securities**” means that number of Shares and Awards set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares and Awards owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares and Awards acquired by the Securityholder after the date hereof.

ARTICLE 2 COVENANTS

2.1 Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as expressly permitted by this Agreement:

- (a) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement is sought, the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, in favour of the approval of the Arrangement Resolution, the transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement or this Agreement;
- (c) the Securityholder hereby revokes any and all authorities pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form, other voting document or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind, in any case, that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other

than (A) pursuant to this Agreement; (B) upon the death of the Securityholder; or (C) to a Person controlled by the Securityholder who executes an agreement in favour of the Purchaser in the same form as this Agreement;

- (e) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (f) except in the Securityholder's capacity as director or officer of the Company to the extent permitted by the Arrangement Agreement and applicable Laws, if applicable, the Securityholder shall not take any other action of any kind that would reasonably be expected to preclude, frustrate, delay or interfere with the completion of the Arrangement or any other transactions contemplated by the Arrangement Agreement;
- (g) without limiting the obligations in Sections 2.1(a) and (b), no later than 10 Business Days prior to the date of the Company Meeting: (i) with respect to all Shares that are registered in the name of the Securityholder and all Awards, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution; and (ii) with respect to all Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds the Securityholder's beneficial interest in the Securityholder's Shares instructing that the Securityholder's Shares be voted at the Company Meeting in favour of the Arrangement Resolution, provided that such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser, and provided further that the Securityholder shall promptly provide to the Purchaser evidence of the completion of the foregoing; and
- (h) if the Securityholder acquires any additional Shares or Awards, the Securityholder covenants to notify the Purchaser of each such acquisition and agrees and acknowledges that such additional securities shall be deemed to be Subject Securities for purposes of this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to, and covenants with, the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Capacity.** The Securityholder has the power and capacity to execute and deliver this Agreement and to perform the Securityholder's obligations hereunder.

- (b) **Authorization.** If the Securityholder is not an individual, the execution, delivery and performance of this Agreement by the Securityholder has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder. No consent, approval, Order, or Authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **Ownership of Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto free of any and all encumbrances and demands of any nature or kind whatsoever. As of the date hereof, the Securityholder does not, directly or indirectly, control or direct or own or have any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Securityholder or Transfer to such Securityholder of registered or beneficial interest in any other securities of the Company other than as disclosed on the Securityholder's signature page attached to this Agreement.
- (e) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (f) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder nor the compliance by the Securityholder with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) if the Securityholder is not an individual, any provision of its articles or by-laws (or other constating documents); (ii) any contract to which the Securityholder is a party to or by which the Securityholder or its assets are bound; or (iii) any Laws applicable to the Securityholder.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities and to sell or cause the sale of all of the Subject Securities disclosed on the Securityholder signature page as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **No Proceedings.** There is no private or governmental Proceeding pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the

aggregate, would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder. There is no Order of any Governmental Entity against the Securityholder that would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder.

- (i) **Legal Advice.** The Securityholder confirms by the execution and delivery of this Agreement that the Securityholder has either obtained independent legal advice or waived the Securityholder's right to do so in connection with entering into this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to, and covenants with, the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the laws of the Province of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Purchaser nor the compliance by it with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) any provision of its articles or by-laws (or other constating documents); or (ii) any Laws applicable to the Purchaser.

ARTICLE 4 TERMINATION

4.1 Termination

- (a) This Agreement will automatically terminate upon the earliest of:
 - (i) the Effective Time; or
 - (ii) upon the termination of the Arrangement Agreement in accordance with its terms.
- (b) This Agreement may be terminated:

- (i) at any time upon the mutual written agreement of the Purchaser and the Securityholder;
- (ii) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects; or
- (iii) by the Securityholder if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; or (iii) if, without the prior written consent of the Securityholder, the Arrangement Agreement or Plan of Arrangement is amended in any manner that would result in a decrease in the amount, or change in the form, of Consideration payable pursuant to the Arrangement.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

ARTICLE 5 GENERAL

5.1 Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in the Securityholder's capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder in the Securityholder's capacity as a director or officer of the Company or any of its Subsidiaries, if applicable. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Securityholder from properly fulfilling the Securityholder's fiduciary duties as a director or officer of the Company or any of its Subsidiaries, if applicable (including, without limitation, taking any action permitted by the Arrangement Agreement).

5.2 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.3 Disclosure

The Securityholder hereby consents to: (i) the disclosure of the substance of this Agreement in (A) any press release relating to the Arrangement; (B) any material change report

relating to the Arrangement; and (C) the Company Circular, and (ii) the filing of a copy hereof by the Company on www.sedarplus.com.

Except as set forth above or as required by applicable Laws or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. Each of the parties agrees to consult with the other party hereto prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

5.4 Time

Time shall be of the essence in this Agreement.

5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

5.6 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

5.11 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

(a) the Purchaser, addressed as follows:

1453709 B.C. Ltd.
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
Canada

Attention: Brad Camp
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000
Toronto, ON M5L 1A9
Canada

Attention: Markus Viirland / Richard Turner
Email: markus.viirland@blakes.com / richard.turner@blakes.com

(b) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.12 Specific Performance and other Equitable Rights

Each of the parties hereto agrees with the other that: (i) money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to

any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank. Signature page follows.]

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

1453709 B.C. LTD.

By: "Baz Raof Kareem" (signed)
Name: Baz Raof Kareem
Title: Director

IF YOU ARE AN INDIVIDUAL (sign in front of witness):

Kevin McPhee

Yann Chiffolleau

(Print Name of Witness)

(Print Name of Securityholder)

"Kevin McPhee" (signed)

"Yann Chiffolleau" (signed)

(Signature of Witness)

(Signature of Securityholder)

- OR -

IF YOU ARE NOT AN INDIVIDUAL (sign by authorized signatory):

(Print Name of Corporation or other Entity)

(Signature of Authorized Signatory)

(Print Name and Title of Authorized Signatory)

Address: _____

Email: _____

4,257,983

(Number of Shares Held)

2,903,665

(Number of Awards Held)

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 10th day of December, 2023.

BETWEEN:

KEVIN THOMAS-MCPHEE

(the “**Securityholder**”)

– and –

1453709 B.C. LTD.

a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Forza Petroleum Limited (the “**Company**”), a company existing under the federal laws of Canada, and awards issued under the Company’s long term incentive plan (“**Awards**”) set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Purchaser and the Company have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”), pursuant to which, among other things, the Purchaser will acquire all of the Shares that it does not already hold, in exchange for a cash payment to the holders thereof.

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Securities**” means that number of Shares and Awards set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares and Awards owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares and Awards acquired by the Securityholder after the date hereof.

ARTICLE 2 COVENANTS

2.1 Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as expressly permitted by this Agreement:

- (a) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement is sought, the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, in favour of the approval of the Arrangement Resolution, the transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement or this Agreement;
- (c) the Securityholder hereby revokes any and all authorities pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form, other voting document or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind, in any case, that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other

than (A) pursuant to this Agreement; (B) upon the death of the Securityholder; or (C) to a Person controlled by the Securityholder who executes an agreement in favour of the Purchaser in the same form as this Agreement;

- (e) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (f) except in the Securityholder's capacity as director or officer of the Company to the extent permitted by the Arrangement Agreement and applicable Laws, if applicable, the Securityholder shall not take any other action of any kind that would reasonably be expected to preclude, frustrate, delay or interfere with the completion of the Arrangement or any other transactions contemplated by the Arrangement Agreement;
- (g) without limiting the obligations in Sections 2.1(a) and (b), no later than 10 Business Days prior to the date of the Company Meeting: (i) with respect to all Shares that are registered in the name of the Securityholder and all Awards, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution; and (ii) with respect to all Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds the Securityholder's beneficial interest in the Securityholder's Shares instructing that the Securityholder's Shares be voted at the Company Meeting in favour of the Arrangement Resolution, provided that such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser, and provided further that the Securityholder shall promptly provide to the Purchaser evidence of the completion of the foregoing; and
- (h) if the Securityholder acquires any additional Shares or Awards, the Securityholder covenants to notify the Purchaser of each such acquisition and agrees and acknowledges that such additional securities shall be deemed to be Subject Securities for purposes of this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to, and covenants with, the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Capacity.** The Securityholder has the power and capacity to execute and deliver this Agreement and to perform the Securityholder's obligations hereunder.

- (b) **Authorization.** If the Securityholder is not an individual, the execution, delivery and performance of this Agreement by the Securityholder has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder. No consent, approval, Order, or Authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **Ownership of Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto free of any and all encumbrances and demands of any nature or kind whatsoever. As of the date hereof, the Securityholder does not, directly or indirectly, control or direct or own or have any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Securityholder or Transfer to such Securityholder of registered or beneficial interest in any other securities of the Company other than as disclosed on the Securityholder's signature page attached to this Agreement.
- (e) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (f) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder nor the compliance by the Securityholder with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) if the Securityholder is not an individual, any provision of its articles or by-laws (or other constituting documents); (ii) any contract to which the Securityholder is a party to or by which the Securityholder or its assets are bound; or (iii) any Laws applicable to the Securityholder.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities and to sell or cause the sale of all of the Subject Securities disclosed on the Securityholder signature page as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **No Proceedings.** There is no private or governmental Proceeding pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the

aggregate, would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder. There is no Order of any Governmental Entity against the Securityholder that would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder.

- (i) **Legal Advice.** The Securityholder confirms by the execution and delivery of this Agreement that the Securityholder has either obtained independent legal advice or waived the Securityholder's right to do so in connection with entering into this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to, and covenants with, the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the laws of the Province of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Purchaser nor the compliance by it with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) any provision of its articles or by-laws (or other constating documents); or (ii) any Laws applicable to the Purchaser.

ARTICLE 4 TERMINATION

4.1 Termination

- (a) This Agreement will automatically terminate upon the earliest of:
 - (i) the Effective Time; or
 - (ii) upon the termination of the Arrangement Agreement in accordance with its terms.
- (b) This Agreement may be terminated:

- (i) at any time upon the mutual written agreement of the Purchaser and the Securityholder;
- (ii) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects; or
- (iii) by the Securityholder if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; or (iii) if, without the prior written consent of the Securityholder, the Arrangement Agreement or Plan of Arrangement is amended in any manner that would result in a decrease in the amount, or change in the form, of Consideration payable pursuant to the Arrangement.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

ARTICLE 5 GENERAL

5.1 Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in the Securityholder's capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder in the Securityholder's capacity as a director or officer of the Company or any of its Subsidiaries, if applicable. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Securityholder from properly fulfilling the Securityholder's fiduciary duties as a director or officer of the Company or any of its Subsidiaries, if applicable (including, without limitation, taking any action permitted by the Arrangement Agreement).

5.2 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.3 Disclosure

The Securityholder hereby consents to: (i) the disclosure of the substance of this Agreement in (A) any press release relating to the Arrangement; (B) any material change report

relating to the Arrangement; and (C) the Company Circular, and (ii) the filing of a copy hereof by the Company on www.sedarplus.com.

Except as set forth above or as required by applicable Laws or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. Each of the parties agrees to consult with the other party hereto prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

5.4 Time

Time shall be of the essence in this Agreement.

5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

5.6 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

5.11 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

(a) the Purchaser, addressed as follows:

1453709 B.C. Ltd.
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
Canada

Attention: Brad Camp
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000
Toronto, ON M5L 1A9
Canada

Attention: Markus Viirland / Richard Turner
Email: markus.viirland@blakes.com / richard.turner@blakes.com

(b) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.12 Specific Performance and other Equitable Rights

Each of the parties hereto agrees with the other that: (i) money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to

any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank. Signature page follows.]

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

1453709 B.C. LTD.

By: "Baz Raof Kareem" (signed)
Name: Baz Raof Kareem
Title: Director

IF YOU ARE AN INDIVIDUAL (sign in front of witness):

Lindsey Rosebush

Kevin Thomas-McPhee

(Print Name of Witness)

(Print Name of Securityholder)

"Lindsey Rosebush" (signed)

"Kevin Thomas-McPhee" (signed)

(Signature of Witness)

(Signature of Securityholder)

- OR -

IF YOU ARE NOT AN INDIVIDUAL (sign by authorized signatory):

(Print Name of Corporation or other Entity)

(Signature of Authorized Signatory)

(Print Name and Title of Authorized Signatory)

Address: _____

Email: _____

5,520,551

(Number of Shares Held)

2,819,716

(Number of Awards Held)

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 10th day of December, 2023.

BETWEEN:

LINDSEY ROSEBUSH

(the “**Securityholder**”)

– and –

1453709 B.C. LTD.

a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Forza Petroleum Limited (the “**Company**”), a company existing under the federal laws of Canada, and awards issued under the Company’s long term incentive plan (“**Awards**”) set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Purchaser and the Company have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”), pursuant to which, among other things, the Purchaser will acquire all of the Shares that it does not already hold, in exchange for a cash payment to the holders thereof.

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Securities**” means that number of Shares and Awards set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares and Awards owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares and Awards acquired by the Securityholder after the date hereof.

ARTICLE 2 COVENANTS

2.1 Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as expressly permitted by this Agreement:

- (a) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement is sought, the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, in favour of the approval of the Arrangement Resolution, the transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause all of the Securityholder's Subject Securities, as applicable, to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of the Securityholder's Subject Securities, as applicable, against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement or this Agreement;
- (c) the Securityholder hereby revokes any and all authorities pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form, other voting document or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind, in any case, that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other

than (A) pursuant to this Agreement; (B) upon the death of the Securityholder; or (C) to a Person controlled by the Securityholder who executes an agreement in favour of the Purchaser in the same form as this Agreement;

- (e) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (f) except in the Securityholder's capacity as director or officer of the Company to the extent permitted by the Arrangement Agreement and applicable Laws, if applicable, the Securityholder shall not take any other action of any kind that would reasonably be expected to preclude, frustrate, delay or interfere with the completion of the Arrangement or any other transactions contemplated by the Arrangement Agreement;
- (g) without limiting the obligations in Sections 2.1(a) and (b), no later than 10 Business Days prior to the date of the Company Meeting: (i) with respect to all Shares that are registered in the name of the Securityholder and all Awards, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution; and (ii) with respect to all Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds the Securityholder's beneficial interest in the Securityholder's Shares instructing that the Securityholder's Shares be voted at the Company Meeting in favour of the Arrangement Resolution, provided that such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser, and provided further that the Securityholder shall promptly provide to the Purchaser evidence of the completion of the foregoing; and
- (h) if the Securityholder acquires any additional Shares or Awards, the Securityholder covenants to notify the Purchaser of each such acquisition and agrees and acknowledges that such additional securities shall be deemed to be Subject Securities for purposes of this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to, and covenants with, the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Capacity.** The Securityholder has the power and capacity to execute and deliver this Agreement and to perform the Securityholder's obligations hereunder.

- (b) **Authorization.** If the Securityholder is not an individual, the execution, delivery and performance of this Agreement by the Securityholder has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder. No consent, approval, Order, or Authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **Ownership of Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto free of any and all encumbrances and demands of any nature or kind whatsoever. As of the date hereof, the Securityholder does not, directly or indirectly, control or direct or own or have any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Securityholder or Transfer to such Securityholder of registered or beneficial interest in any other securities of the Company other than as disclosed on the Securityholder's signature page attached to this Agreement.
- (e) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (f) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder nor the compliance by the Securityholder with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) if the Securityholder is not an individual, any provision of its articles or by-laws (or other constating documents); (ii) any contract to which the Securityholder is a party to or by which the Securityholder or its assets are bound; or (iii) any Laws applicable to the Securityholder.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities and to sell or cause the sale of all of the Subject Securities disclosed on the Securityholder signature page as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **No Proceedings.** There is no private or governmental Proceeding pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the

aggregate, would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder. There is no Order of any Governmental Entity against the Securityholder that would reasonably be expected to prevent or delay the Securityholder's ability to perform its obligations hereunder.

- (i) **Legal Advice.** The Securityholder confirms by the execution and delivery of this Agreement that the Securityholder has either obtained independent legal advice or waived the Securityholder's right to do so in connection with entering into this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to, and covenants with, the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the laws of the Province of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Purchaser nor the compliance by it with any of the provisions hereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under: (i) any provision of its articles or by-laws (or other constating documents); or (ii) any Laws applicable to the Purchaser.

ARTICLE 4 TERMINATION

4.1 Termination

- (a) This Agreement will automatically terminate upon the earliest of:
 - (i) the Effective Time; or
 - (ii) upon the termination of the Arrangement Agreement in accordance with its terms.
- (b) This Agreement may be terminated:

- (i) at any time upon the mutual written agreement of the Purchaser and the Securityholder;
- (ii) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects; or
- (iii) by the Securityholder if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; or (iii) if, without the prior written consent of the Securityholder, the Arrangement Agreement or Plan of Arrangement is amended in any manner that would result in a decrease in the amount, or change in the form, of Consideration payable pursuant to the Arrangement.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

ARTICLE 5 GENERAL

5.1 Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in the Securityholder's capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder in the Securityholder's capacity as a director or officer of the Company or any of its Subsidiaries, if applicable. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Securityholder from properly fulfilling the Securityholder's fiduciary duties as a director or officer of the Company or any of its Subsidiaries, if applicable (including, without limitation, taking any action permitted by the Arrangement Agreement).

5.2 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.3 Disclosure

The Securityholder hereby consents to: (i) the disclosure of the substance of this Agreement in (A) any press release relating to the Arrangement; (B) any material change report

relating to the Arrangement; and (C) the Company Circular, and (ii) the filing of a copy hereof by the Company on www.sedarplus.com.

Except as set forth above or as required by applicable Laws or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. Each of the parties agrees to consult with the other party hereto prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

5.4 Time

Time shall be of the essence in this Agreement.

5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

5.6 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

5.11 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

(a) the Purchaser, addressed as follows:

1453709 B.C. Ltd.
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
Canada

Attention: Brad Camp
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000
Toronto, ON M5L 1A9
Canada

Attention: Markus Viirland / Richard Turner
Email: markus.viirland@blakes.com / richard.turner@blakes.com

(b) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.12 Specific Performance and other Equitable Rights

Each of the parties hereto agrees with the other that: (i) money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to

any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank. Signature page follows.]

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

1453709 B.C. LTD.

By: "Baz Raof Kareem" (signed)
Name: Baz Raof Kareem
Title: Director

IF YOU ARE AN INDIVIDUAL (sign in front of witness):

Kevin McPhee

Lindsey Rosebush

(Print Name of Witness)

(Print Name of Securityholder)

“Kevin McPhee” (signed)

“Lindsey Rosebush” (signed)

(Signature of Witness)

(Signature of Securityholder)

- OR -

IF YOU ARE NOT AN INDIVIDUAL (sign by authorized signatory):

(Print Name of Corporation or other Entity)

(Signature of Authorized Signatory)

(Print Name and Title of Authorized Signatory)

Address: _____

Email: _____

3,305,150

(Number of Shares Held)

2,455,277

(Number of Awards Held)