

## VOTING AGREEMENT

**THIS AGREEMENT** is made as of the 11<sup>th</sup> day of August, 2024.

**BETWEEN:**

**THE UNDERSIGNED SECURITYHOLDER OF CREW ENERGY INC.**

(the "**Securityholder**"),

- and -

**TOURMALINE OIL CORP.**, a corporation existing under the laws of the Province of Alberta

(the "**Purchaser**")

**WHEREAS** the Securityholder is the registered and/or beneficial owner of (i) that number of issued and outstanding common shares (the "**Shares**") in the capital of Crew Energy Inc. (the "**Company**") and/or (ii) that number of restricted awards and performance awards (together, the "**Incentive Awards**"), all as set forth on the Securityholder's signature page of 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 described in the Arrangement Agreement (the "**Arrangement**");

**AND WHEREAS** this Agreement is a "Voting Agreement" referred to in the Arrangement Agreement;

**AND WHEREAS** this Agreement sets forth the agreement between the Purchaser and the Securityholder whereby the Securityholder agrees, in accordance with the terms herein, to support the Arrangement by voting its Subject Shares and other Subject Securities (which have a right to vote at such meeting) in favour of the Arrangement Resolution, and against any resolution, transaction or other action that is inconsistent therewith or could reasonably be expected to delay, postpone, impede, interfere with, frustrate, prevent, nullify or adversely affect the Arrangement or any of the transactions or other matters contemplated by the Arrangement Agreement;

**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 and the Securityholder hereby agrees to be bound by the terms set forth herein;

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

### ARTICLE 1 INTERPRETATION

#### Section 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:

"**Other Party**" means: (i) with respect to the Purchaser, the Securityholder; and (ii) with respect to the Securityholder, the Purchaser;

"Parties" means, together, the Purchaser and the Securityholder, and "Party" means any one of them;

"Subject Incentive Awards" means that number of Incentive Awards set forth on the Securityholder's signature page attached to this Agreement, being all of the Incentive 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 Incentive Awards granted to or otherwise acquired by the Securityholder after the date hereof;

"Subject Securities" means, collectively, the Subject Incentive Awards and the Subject Shares; and

"Subject Shares" means that number of Shares set forth on the Securityholder's signature page attached to this Agreement, being all of the Shares 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 issued upon the exercise by the Securityholder of Incentive Awards or otherwise acquired by the Securityholder after the date hereof.

## ARTICLE 2 COVENANTS OF THE SHAREHOLDERS

### Section 2.1      General

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

- (a) at any meeting of securityholders of the Company (including the Crew Meeting) called to vote upon the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement is sought, the Securityholder shall cause its Subject Shares and other Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing a quorum in respect of the holders of Subject Securities, and shall vote (or cause to be voted) its Subject Shares and other Subject Securities (which have a right to vote at such meeting) (i) in favour of the approval of the Arrangement and the Arrangement Agreement and each of the transactions contemplated by the Arrangement Agreement, and (ii) in favour of any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including the Crew Meeting) 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 securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Subject Shares and other Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing a quorum in respect of the holders of Subject Securities, respectively, and shall vote (or cause to be voted) its Subject Shares and other Subject Securities (which have a right to vote at such meeting) against:
  - (i) any merger agreement or merger, consolidation, business combination, sale or transfer of a material amount of assets, amalgamation, plan of arrangement, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company (other than the Arrangement Agreement and the Arrangement);
  - (ii) any Acquisition Proposal;
  - (iii) any amendment of the Company's articles, by-laws or other proposal or transaction involving the Company, which amendment or other proposal or transaction could reasonably be expected to delay, postpone, impede, interfere with, frustrate, prevent, nullify or adversely affect the Arrangement or any of the transactions or other matters

contemplated by the Arrangement Agreement, or change in any manner the voting rights of the Subject Securities or any other securities of the Company; and

- (iv) any action, agreement, transaction or proposal that would reasonably be expected to result in a breach of: (1) any representation, warranty, covenant, agreement or other obligation of the Company in the Arrangement Agreement; or (2) any representation, warranty, covenant or agreement or other obligation of the Securityholder under this Agreement;
- (c) the Securityholder shall not:
  - (i) solicit, assist, initiate, knowingly encourage or in any way facilitate (including by way of furnishing information, or entering into any form of written or oral agreement, arrangement or understanding) any Acquisition Proposal or inquiries, proposals or offers regarding any Acquisition Proposal;
  - (ii) enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or furnish to any Person any information with respect to the Company's businesses, properties, operations, prospects or conditions (financial or otherwise) in connection with an Acquisition Proposal or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;
  - (iii) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits under confidential information agreements, including, without limitation, any "standstill provisions" thereunder; or
  - (iv) accept, recommend, approve, agree to, endorse, or propose publicly to accept, recommend, approve, agree to, or endorse any Acquisition Proposal or agreement in respect thereto; provided, however, that the foregoing shall not prevent a Securityholder who is a director or officer of the Company from exercising his or her fiduciary duty under Applicable Laws as a director or officer.

Notwithstanding the foregoing, nothing in this Section 2.1(c) shall derogate from the Securityholder's obligation to vote the Subject Securities in accordance with the terms and conditions of this Agreement and to not Transfer (as defined below) the Subject Securities to any Person other than pursuant to the Arrangement Agreement and the Arrangement;

- (d) the Securityholder shall immediately cease and cause to be terminated all existing discussions or negotiations with any parties (other than the Purchaser) with respect to any proposal that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (e) 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 dispose of (each, a "**Transfer**"), or enter into any agreement, option or other arrangement (including any profit sharing 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 pursuant to this Agreement;

provided, however, that the Securityholder may: (A) authorize the Company to: (1) withhold Shares that may otherwise be due to the Securityholder pursuant to vesting or settlement of the Subject Incentive Awards; and (2) sell any such Shares to fund employee withholding taxes which must be remitted by the Company with respect to the vesting or settlement of the Subject Incentive Awards, in each case in accordance with the terms of the Arrangement Agreement and Plan of Arrangement; and (B) transfer his or her Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Securityholder, provided that (1) such transfer shall not relieve or release the Securityholder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Securityholder to vote or cause to be voted all Subject Shares at the Crew Meeting in favour of the Arrangement Resolution; (2) prompt written notice of such transfer is provided to the Purchaser; (3) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Securityholder at all times prior to the Crew Meeting; and (4) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto;

- (f) the Securityholder hereby waives any rights of appraisal or rights of dissent from the Arrangement or the transactions contemplated by the Arrangement Agreement that such Securityholder may have;
- (g) no later than five Business Days prior to the date of the Crew Meeting: (i) the Securityholder shall deliver or cause to be delivered to the Company, with a copy to the Purchaser concurrently, a copy of a duly executed proxy or proxies (or screenshot evidencing electronic voting thereof) directing on its terms the holder of such proxy or proxies to vote its Subject Shares and, if permitted to vote in respect of the Arrangement, its Subject Incentive Awards in favour of the Arrangement; or (ii) the Securityholder shall deliver a copy of a duly executed voting instruction form (or screenshot evidencing electronic voting thereof) to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Subject Shares, with a copy to the Purchaser concurrently, instructing that the Securityholder's Subject Shares be voted at the Crew Meeting in favour of the Arrangement. Such proxy or proxies shall name those individuals as may be designated by the Company in the Information Circular and such proxy or proxies or voting instructions shall not be revoked without the written consent of the Purchaser. For greater certainty, the Securityholder may revoke such proxy or proxies at any time after termination of this Agreement in accordance with Article 4;
- (h) the Securityholder shall not requisition or join in the requisition of any meeting of Crew Shareholders for the purpose of considering any resolution (i) that could reasonably be expected to impair or materially delay the completion of the Arrangement or (ii) regarding an Acquisition Proposal in respect of the Company;
- (i) the Securityholder agrees to promptly notify the Purchaser upon any of the Securityholder's representations or warranties in this Agreement becoming untrue or incorrect in any material respect;
- (j) unless Crew has already provided such notification to the Purchaser in accordance with the Arrangement Agreement, the Securityholder shall promptly (and in any event within 24 hours following receipt) notify the Purchaser (at first verbally and then in writing) of any Acquisition Proposal (or any amendment thereto) received by the Securityholder. Such notice shall include a copy of any written Acquisition Proposal (and any amendment thereto) which has been received by the Securityholder or, if no written Acquisition Proposal has been received by the Securityholder, a description of the material terms and conditions of, and the identity of the Person making any inquiry, proposal, offer or request.

- (k) the Securityholder shall not do indirectly, including through any Affiliate or Representative, that which he, she or it may not do directly by the terms of this Section 2.1.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

#### Section 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) **Organization:** Where the Securityholder is a corporation, it is a corporation duly incorporated, amalgamated or created and is validly subsisting under Applicable Laws of its jurisdiction of incorporation.
- (b) **Authority and Capacity:** Where the Securityholder is a corporation, (a) it has the requisite corporate power and authority to execute this Agreement and to carry out its obligations hereunder, and (b) the execution and delivery of this Agreement and the consummation by the Securityholder of the transactions contemplated by this Agreement has been duly authorized by the board of directors of the Securityholder and no other proceedings on the part of the Securityholder are necessary to authorize this Agreement. Where the Securityholder is not a corporation, he, she or it has the power and capacity to execute and deliver this Agreement and to perform his or her obligations hereunder.
- (c) **Enforceable:** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against him, her or it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.
- (d) **Ownership of Shares and Other Securities by the Securityholder:** The Securityholder is the registered and/or beneficial owner of the Subject Securities. The Securityholder does not own or have any interest in any securities of the Company (including securities, which by their terms are exercisable for or convertible into or exchangeable for Shares) other than the Subject Securities. The Securityholder is and will be immediately prior to the Effective Date, the registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto (other than Subject Incentive Awards in respect of which have vested in accordance with their terms or Subject Securities which have been Transferred in accordance with the exemption set forth in Section 2.(e) hereof).
- (e) **No Breach:** Neither the execution and delivery of this Agreement by the Securityholder nor the consummation of the transactions contemplated by this Agreement or under the Arrangement Agreement, nor compliance by the Securityholder with any of the provisions hereof will: (A) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any encumbrance upon any of the properties or assets (including the Subject Securities) of the Securityholder or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) the certificate of incorporation, articles or by-laws of the Securityholder (to the extent only that the Securityholder is a corporation); or (2) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or the Subject Securities may be subject or by which the Securityholder is

bound; or (B) subject to compliance with applicable statutes and regulations, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to the Securityholder or any of his, hers or its Subject Securities (except, in the case of each of clauses (A) and (B) above, for such violations, conflicts, breaches, defaults, terminations, accelerations or creations of encumbrances which, or any consents, approvals or notices which if not given or received, would not, individually or in the aggregate significantly impede the ability of the Securityholder to consummate the transactions contemplated by this Agreement).

- (f) **No Proceedings:** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation in existence before any Governmental Authority, or, to the knowledge of the Securityholder, threatened against the Securityholder that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to carry out its obligations as contemplated by this Agreement. There is no order of any Governmental Authority against the Securityholder that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Securityholder's ability to carry out its obligations as contemplated by this Agreement.
- (g) **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 and any Crew Incentive Award Agreement with the Securityholder.
- (h) **Voting:** The Securityholder has the right to enter into this Agreement and to vote its Subject Shares and other Subject Securities (which have a right to vote at such meeting) as contemplated herein. None of the Subject Securities is 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 except as contemplated by this Agreement.
- (i) **Consents and approvals:** No consent, approval, permit, waiver, order or authorization of, or declaration or filing with any Governmental Authority (other than pursuant to the requirements of applicable securities legislation (which filings the Securityholder will undertake)) is required to be obtained or made by the Securityholder in connection with the execution and delivery of this Agreement or the consummation by the Securityholder of the transactions contemplated by this Agreement.

The Securityholder acknowledges and agrees that the completion of the Arrangement is subject to various conditions as set forth in the Arrangement Agreement, which conditions are for the exclusive benefit of the Company and the Purchaser, which the Company and the Purchaser have the right, in their sole discretion, to waive in whole or in part, or to rely on in connection with termination of the Arrangement Agreement and this Agreement and their respective obligations to complete the Arrangement. Further, the Parties acknowledge and agree that the Arrangement Agreement may be amended or amended and restated by the parties thereto and any such amendment or amendment and restatement shall not in any way affect the obligations of the Securityholder hereunder except as provided in Article 4 hereof.

### **Section 3.2 Representations and Warranties of the Purchaser**

The Purchaser hereby represents and warrants to the Securityholder that:

- (a) **Organization:** The Purchaser is a corporation duly incorporated or amalgamated and validly subsisting under Applicable Laws of its jurisdiction of incorporation.

- (b) **Authority:** The Purchaser has the requisite corporate power and authority to execute this Agreement and the Arrangement Agreement and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Arrangement Agreement and the consummation by Purchaser of the transactions contemplated by this Agreement and the Arrangement Agreement have been duly authorized by the board of directors of the Purchaser and no other proceedings on the part of Purchaser are necessary to authorize this Agreement or the Arrangement Agreement or the transactions contemplated hereby or thereby.
- (c) **Execution and delivery; enforceability:** Each of this Agreement and the Arrangement Agreement has been duly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against Purchaser in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.
- (d) **No violations:** Neither the execution and delivery of this Agreement or the Arrangement Agreement by Purchaser nor the consummation of the transactions contemplated by this Agreement or the Arrangement Agreement nor compliance by the Purchaser with any of the provisions hereof or thereof will violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of the Purchaser or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) the certificate of incorporation, articles or by-laws of Purchaser; or (2) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which Purchaser is a party or by which the Purchaser or any of its properties or assets, may be subject or by which Purchaser is bound; or (B) subject to compliance with applicable statutes and regulations, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to Purchaser or any of its properties or assets (except, in the case of each of clauses (A) and (B) above, for such violations, conflicts, breaches, defaults, terminations, accelerations or creations of encumbrances which, or any consents, approvals or notices which if not given or received, would not, individually or in the aggregate significantly impede the ability of Purchaser to consummate the transactions contemplated by this Agreement and the Arrangement Agreement).
- (e) **Consents and approvals:** Other than as contemplated by the Arrangement Agreement, no consent, approval, order or authorization of, or declaration or filing with any Governmental Authority is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation by the Purchaser of the transactions contemplated by this Agreement.
- (f) **Purchaser Shares:** The Purchaser Shares to be issued pursuant to the Arrangement have been reserved for issuance and at the time of issue, will be duly allotted, validly issued and outstanding as fully paid and non-assessable.

## **ARTICLE 4 TERMINATION**

### **Section 4.1 Termination**

- (a) This Agreement shall automatically terminate on the earliest of the occurrence of the following:

- (i) the Effective Date;
  - (ii) the termination of the Arrangement Agreement in accordance with its terms; and
  - (iii) the Outside Date.
- (b) This Agreement may be terminated at the option of the Securityholder if, without the prior written consent of the Securityholder, there is any decrease in the amount of, or change in the form of, the consideration payable for the outstanding Shares as set out in the Arrangement Agreement; provided that, a decrease in the market price of the Purchaser Shares will not constitute a decrease in the amount of the consideration payable for the outstanding Crew Shares as set out in the Arrangement Agreement.

#### **Section 4.2 Agreement to Terminate**

This Agreement may be terminated by a written instrument executed by the Purchaser and the Securityholder.

#### **Section 4.3 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 the Other Party, except in respect of a breach of this Agreement which occurred prior to such termination and, for clarity, upon such termination the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect to the Subject Securities.

### **ARTICLE 5 GENERAL**

#### **Section 5.1 No Limit on Fiduciary Duty**

The Purchaser acknowledges that the Securityholder is bound hereunder solely in its capacity as a security holder of the Company and, if the Securityholder is a director or officer of the Company, that the provisions hereof shall not be deemed or interpreted to bind the Securityholder in its capacity as a director or officer of the Company. Nothing contained in this Agreement will: (a) restrict, limit or prohibit the Securityholder from exercising (in his or her capacity as a director or officer) his or her fiduciary duties to the Company under Applicable Laws; or (b) require the Securityholder, in his or her capacity as an officer of the Company, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the Company's board of directors undertaken in the exercise of their fiduciary duties, provided that nothing in this subsection 5.1 will be deemed to relieve the Securityholder from the Securityholder's obligations under any other provision of this Agreement other than Article 2 hereof as they relate to actions taken by the Securityholder solely in his or her capacity as a director or officer of the Company.

#### **Section 5.2 Further Assurances**

Subject to the provisions of this Agreement, the Parties shall, from time to time and at all times hereafter, at the request of the Other Party, but without further consideration, do all such further acts, directly, and to the extent applicable through its subsidiaries or affiliates, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

#### **Section 5.3 Time**

Time shall be of the essence of this Agreement.

#### **Section 5.4 Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the Parties irrevocably attorns to the



jurisdiction of the courts of the Province of Alberta in respect of all matters arising under or in relation to this Agreement.

**Section 5.5 Entire Agreement**

This Agreement and any agreement which is entered into by the Parties with respect to the treatment of Subject Incentive Awards in connection with the Arrangement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

**Section 5.6 Amendments**

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

**Section 5.7 Severability**

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

**Section 5.8 Assignment**

No Party may assign any of its rights or obligations under this Agreement without prior written consent of the Other Party.

**Section 5.9 Survival**

Subject to Section 4.3 hereof, all representations, warranties and covenants contained in this Agreement on the part of each of the Parties shall survive the Effective Date, the execution and delivery under this Agreement of any share or security transfer instruments or other documents of title to any of the Subject Securities and the payment of the consideration for the Subject Securities pursuant to the terms of the Arrangement.

**Section 5.10 Notices**

All notices that may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by overnight courier or sent by email:

- (a) in the case of Purchaser, to:

Tourmaline Oil Corp.  
Suite 2900 250 – 6th Avenue S.W.  
Calgary, Alberta T2P 3H7

Attention: Michael L. Rose, President and Chief Executive Officer  
email: [Redacted – personal information]

with a copy to:

Burnet, Duckworth & Palmer LLP  
2400, 525 – 8th Avenue S.W.  
Calgary, Alberta T2P 1G1

Attention: Bill Maslechko  
email: wsm@bdplaw.com

- (b) in the case of the Securityholder to the address or email address set forth for the Securityholder on the signature page hereto,

or such other address as the Parties may, from time to time, advise the Other Party by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time email is received; provided that, if a notice is received outside normal business hours on any Business Day, or is received on a day that is not a Business Day, then such notice will be deemed to have been received at the beginning of normal business hours on the next following Business Day.

#### **Section 5.11 Public Disclosure**

Prior to the first public disclosure of the existence and terms and conditions of this Agreement, neither of the Parties shall disclose the existence of this Agreement or any details hereof, or any terms or conditions or other information concerning the Arrangement to any person other than to (a) the directors and officers of the Securityholder (to the extent only that the Securityholder is a corporation) and the Securityholder's advisors, (b) the directors and officers of the Purchaser and the Purchaser's advisors, and (c) the directors and officers of the Company and the Company's advisors, without the prior written consent of the Other Party, except to the extent required by law or stock exchange policy. Notwithstanding the foregoing, the existence and terms and conditions of this Agreement may be disclosed by the Purchaser and the Company in press releases issued in connection with and subsequent to the execution of the Arrangement Agreement, filings with the Court in connection with the Interim Order and Final Order, the Information Circular or to the extent required by Applicable Laws, and other public disclosure documents in accordance with applicable securities legislation and stock exchange rules and copies of this Agreement may be filed with securities regulatory authorities (including SEDAR+) and stock exchanges and made publicly available by the Company or the Purchaser in accordance with applicable securities legislation and stock exchange rules.

#### **Section 5.12 Specific Performance and other Equitable Rights**

It is recognized and acknowledged that a breach by the Securityholder of any obligations contained in this Agreement will cause the Purchaser to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, the Purchaser shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity and the Securityholder waives any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

#### **Section 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.

#### **Section 5.14 Unconditional and Irrevocable Obligations**

The obligations of either Party hereto as set out in this Agreement are unconditional and irrevocable.

**Section 5.15 Advice**

The Securityholder acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that the Securityholder has either done so or waived its right to do so in connection with the entering into of this Agreement.

**Section 5.16 Counterparts**

This Agreement may be executed by portable document format (PDF), DocuSign or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

This Agreement shall be effective and enforceable in accordance with its terms effective as of the date that the Arrangement Agreement is executed by the Parties.

*[Signature page follows]*

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

**TOURMALINE OIL CORP.**

By:

\_\_\_\_\_

Authorized Signatory

\_\_\_\_\_  
(Print Name of Securityholder)

\_\_\_\_\_  
(Signature of Securityholder or Authorized Signatory)

\_\_\_\_\_  
(Place of Residency)

\_\_\_\_\_  
(Print Name and Title)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
(Number of Shares Held)

\_\_\_\_\_  
(Number of Restricted Awards Held)

\_\_\_\_\_  
(Number of Performance Awards Held)

*(Signature page of the Securityholder to the Voting Agreement referred to in the Arrangement Agreement  
between Tourmaline Oil Corp. and Crew Energy Inc.)*