OFFERING MEMORANDUM **STRICTLY CONFIDENTIAL**

US$100,000,000

GRAN TIERRA ENERGY INC.

9.500% Senior Secured Amortizing Notes due 2029

Guaranteed by the Guarantors referred to herein

Gran Tierra Energy Inc. ("we" or "Gran Tierra") is offering US$100,000,000 principal amount of its 9.500% Senior Secured Amortizing Notes due 2029 as additional notes (the "New Notes") under the Indenture dated October 20, 2023 (the "Indenture"), pursuant to which we previously issued US$487,590,000 aggregate principal amount of 9.500% Senior Secured Amortizing Notes due 2029 (the "Original Notes" and, together with the New Notes, the "Notes"). The Notes will mature on October 15, 2029. The principal amount of the Notes will amortize over four installments on (i) October 15, 2026 (in an amount equal to 25% of the original principal amount of Notes), (ii) October 15, 2027 (in an amount equal to 5% of the original principal amount of Notes), (iii) October 15, 2028 (in an amount equal to 30% of the original principal amount of Notes), and (iv) October 15, 2029 (the remaining principal amount of Notes), subject to adjustment in case of issuance of additional notes, partial redemption or repurchase. The Notes will bear interest at a rate of 9.500% per year, payable semi-annually, in arrears on October 15 and April 15 of each year, commencing on April 15, 2024. Interest on the Notes will accrue from October 20, 2023, the issue date of the Original Notes. US$2,797,222.22 of accrued interest from and including October 20, 2023 to, but excluding the issue date of the New Notes must be paid by the purchasers of the New Notes.

The Notes are guaranteed by GTECI, GTEC, and GTOC (each, as defined herein, and, collectively, the "Guarantors"). The Notes and the guarantees will be senior obligations of the Issuer and the Guarantors, respectively, secured by first priority liens on the Collateral (as defined herein), subject to permitted liens and certain other exceptions as described under "*Description of the Notes—Security for the Notes—Collateral*." The Notes will rank equal in right of payment with all other existing and future senior indebtedness of the Issuer, including the 2027 Notes (as defined herein), and the guarantees will rank equal in right of payment with all other existing and future indebtedness of the Guarantors, including the guarantees of the 2025 Notes (as defined herein) and 2027 Notes. The Notes and the guarantees will be effectively *pari passu* with all existing and future indebtedness secured by a first-priority lien on the Collateral, subject to permitted liens on the Collateral and be effectively senior to all other existing and future senior indebtedness of the Issuer and the Guarantors that is unsecured, including the 2025 Notes and the 2027 Notes, or that is secured by junior liens or liens that are not on the Collateral, in each case to the extent of the value of the Collateral, and be effectively subordinated to the extent of the value of the collateral securing (i) all existing and future secured indebtedness of the Issuer to the extent such security interest does not also secure the Notes (including the Issuer's guarantee of indebtedness under the credit facility), (ii) all existing and future secured indebtedness of the Guarantors to the extent such security interest does not also secure the Notes, and (iii) all additional existing and future indebtedness of the Issuer's subsidiaries (other than to the extent of the guarantee). See "*Description of the Notes—The Notes, the Guarantees and the Indenture*." We expect to terminate the credit facility following the completion of this offering. See "*Use of Proceeds*." Gran Tierra may redeem some or all of the Notes at any time at the redemption prices described under "*Description of the Notes—Optional Redemption*." The New Notes will be issued in minimum denominations of US$200,000 and multiples of US$1,000 above that amount.

The New Notes constitute a further issuance of the same series as the Original Notes and will form a single series of debt securities with the Original Notes for all purposes under the Indenture. Upon closing of this offering, the aggregate principal amount of the Notes outstanding will be US$587,590,000. The terms and provisions of the New Notes are the same as the Original Notes, except for the issue date and the issue price. Upon issuance, the New Notes that are sold pursuant to Rule 144A (as defined below) are expected to trade under the same CUSIP number as the Original Notes held in the existing Rule 144A Global Note (as defined below). The New Notes that are sold pursuant to Regulation S (as defined below) will have a different CUSIP number than the Original Notes held in the existing Regulation S Global Note (as defined below) until 40 days after the issue date of the New Notes (the "Distribution Compliance Period"), but as promptly as practicable thereafter, Gran Tierra intends to cause the New Notes held under the temporary Regulation S CUSIP to be consolidated with, and share the same CUSIP number as, the Original Notes that are held in the existing Regulation S Global Note. Accordingly, Gran Tierra expects the New Notes to be fungible with the Original Notes for U.S. federal income tax purposes.

The Notes and the Guarantee (as defined below) of the Notes have not been and will not be registered or qualified under the Securities Act of 1933, as amended (the "Securities Act"), any state securities laws, or the securities laws of Canada or any other jurisdiction. The Notes may not be offered or sold in the United States or to any "U.S. persons" (as defined in Rule 902 under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. For a description of certain restrictions on resale and transfer of the Notes, see "*Transfer Restrictions*" and "*Notice to Certain Investors*" in this offering memorandum. The New Notes are being offered for sale only (1) to purchasers that are reasonably believed to be "qualified institutional buyers" as defined in Rule 144A under the Securities Act ("QIBs"), in a private transaction in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof, and (2) outside the United States, to purchasers who are not U.S. persons and who are not acquiring New Notes for the account or benefit of a U.S. person, in offshore transactions in compliance with Regulation S under the Securities Act, and who are non-U.S. qualified offerees (as defined under "*Transfer Restrictions*"). The offer and sale of the New Notes are also subject to limitations in certain other jurisdictions. See "*Notice to Certain Investors*."

The Original Notes are listed, and approval in-principle has been received for the listing and quotation of the New Notes, on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this offering memorandum. Approval in-principle from, admission to the Official List of, and listing and quotation of the New Notes on, the SGX-ST are not to be taken as an indication of the merits of the offering, the Notes, Gran Tierra, the Guarantors or any of their subsidiaries. For as long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes will be traded on the SGX-ST in a minimum board lot size of US$200,000.

Offering Price for the New Notes: 88.038% plus accrued interest from October 20, 2023.

See "*Risk Factors*" beginning on page 17 for a discussion of certain risks that you should consider in connection with an investment in the Notes.

Neither the SEC nor any state or provincial securities commission has approved or disapproved of these securities or determined if this offering memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

We may be considered a "connected issuer" of each of the initial purchasers as such term is defined in National Instrument 33-105 – Underwriting Conflicts of the CSA (as defined below) due to their respective past involvements with Gran Tierra. Canadian purchasers should refer to "Certain Material Considerations for Canadian Purchasers—Relationship with Initial Purchasers" for additional information.

Delivery of the New Notes is expected to be made to investors in book-entry form through The Depository Trust Company on or about February 6, 2024.

Global Coordinators and Joint Bookrunners

BofA Securities **J.P. Morgan**

The date of this offering memorandum is February 1, 2024

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We have not authorized anyone to provide you any information other than that contained or incorporated by reference in this offering memorandum or in any other communication prepared by or on behalf of us or to which we have referred you. The initial purchasers have not authorized anyone to provide you any information other than that contained or incorporated by reference in this offering memorandum or the preliminary or final term sheet. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the initial purchasers are not, making an offer to sell any security in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in this offering memorandum and the documents incorporated herein by reference are accurate only as of their respective dates. Our financial condition, results of operations, business and prospects may have changed since those dates.

We and the initial purchasers are offering to sell the New Notes only in places where offers and sales are permitted.

We are relying on exemptions from registration under the Securities Act for offers and sales of securities that do not involve a public offering. The initial purchasers are relying on exemptions from the provisions of Section 5 of the Securities Act provided by Rule 144A and Regulation S in connection with the initial resale of the New Notes. The sale of the securities offered by this offering memorandum has not been registered under the Securities Act or under the securities laws of any other jurisdiction. Unless their sale is so registered, the Notes may be offered only in transactions that are exempt from these securities laws.

Similarly, the New Notes offered by this offering memorandum have not been and will not be qualified for distribution to the public under applicable Canadian securities laws. The New Notes are being offered in each of the provinces of Canada to institutional "accredited investors" and "permitted clients" on a private placement basis in accordance with National Instrument 45-106 — *Prospectus Exemptions* ("NI 45-106") of the Canadian Securities Administrators (the "CSA") without the filing of a prospectus. Purchasers of the New Notes in Canada must qualify to invest in accordance with the requirements of the securities laws of the jurisdiction in which they reside.

By purchasing the New Notes, you will be deemed to have made the acknowledgments, representations, warranties and agreements described in this section and under the heading "*Transfer Restrictions*" in this offering memorandum. You should understand that you may be required to bear the financial risks of your investment for an indefinite period of time.

This offering memorandum is based on information provided by us and by other sources that we believe are reliable. We cannot assure you that the information provided by other sources is accurate or complete. This offering memorandum summarizes and incorporates certain documents and other information, and we refer you to them for a more complete understanding of what we discuss in this offering memorandum. In making an investment decision, you must rely on your own examination of our company and the terms of the offering and the Notes, including the merits and risks involved.

You acknowledge that (i) you have not relied on the initial purchasers or any person affiliated with the initial purchasers in connection with your investigation of the accuracy of such information or your investment decision; (ii) you have reviewed this offering memorandum, including the information incorporated herein by reference, and have been afforded an opportunity to request from us and to review all additional information considered by you to be necessary to verify the accuracy of, or to supplement, the information contained or incorporated by reference in this offering memorandum; and (iii) no person has been authorized to give any information or to make any representation concerning us or the Notes, other than as contained or incorporated by reference in this offering memorandum and any other communication prepared by or on behalf of us or to which we have referred you, and neither we nor the initial purchasers take any responsibility for, or can provide any assurance as to the reliability of, any other information that others may give you.

We are not making any representation to any purchaser of the Notes regarding the legality of an investment in the Notes by such purchaser under any legal investment or similar laws or regulations. You should not consider any information in this offering memorandum to be legal, business or tax advice. You should consult your own attorney, business advisor or tax advisor for legal, business and tax advice regarding an investment in the Notes.

This offering memorandum is highly confidential and has been prepared by us solely for use in connection with the proposed private placement of the securities described in this offering memorandum. We and the initial purchasers reserve the right to withdraw this offering at any time before closing, or to reject any offer to purchase, in whole or in part, for any reason. This offering memorandum is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the New Notes. Distribution of this offering memorandum to any person other than the offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorized, and any disclosure of any of its contents without our prior written consent is prohibited.

You acknowledge that as a purchaser of the New Notes, you will be deemed to have expressed your wish that this offering memorandum and all documents and agreements directly or indirectly relating to the purchase of the New Notes be drawn up in the English language. *Vous reconnaissez que, en tant qu'acheteur des billets, vous serez réputé avoir exprimé le souhait que la présente notice d'offre et l'ensemble des documents et des ententes liés directement ou indirectement à l'achat des billets soient rédigés en anglais.*

We expect that delivery of the New Notes will be made against payment therefor on or about February 6, 2024, which will be the third business day following the date of this offering memorandum (such settlement cycle being herein referred to as "T+3"). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the New Notes more than two business days prior to the anticipated settlement date will be required, by virtue of the fact that the New Notes initially will settle in T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the New Notes who wish to trade the New Notes prior to closing should consult their own advisor.

NOTICE TO CERTAIN INVESTORS

Notice to Investors within the European Economic Area

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, the expression a "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "EU MiFID II"); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "EU Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of the EU MiFID II; or (iii) not a "qualified investor" as defined in Article 2(e) of Regulation (EU) No. 2017/1129 (as amended, the "EU Prospectus Regulation"). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "EU PRIIPs Regulation") for offering or selling the New Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the New Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

In the EEA, this offering memorandum is only directed at non-retail investors (being persons who are not retail investors as defined above) and any investment or investment activity to which this offering memorandum relates is available only to, and will be engaged in only with, non-retail investors. Any person in the EEA who is a retail investor should not act or rely on this offering memorandum or its contents. Each person in the EEA who purchases any of the New Notes will be deemed to have represented and warranted that they are a non-retail investor.

This offering memorandum has been prepared on the basis that any offer of the New Notes in any member state of the EEA will be made pursuant to an exemption under the EU Prospectus Regulation from the requirement to publish a prospectus for the offer of securities. For the avoidance of doubt, neither this offering memorandum nor any document referred to in it has been approved in accordance with the EU Prospectus Regulation and this offering memorandum is not a prospectus for the purposes of the EU Prospectus Regulation.

Notice to Investors within the United Kingdom

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "UK"). For these purposes, the expression a "retail investor" means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of assimilated law by virtue of the European Union (Withdrawal) Act 2018 (as amended, and together with any statutory instruments made in exercise of the powers conferred by such Act, the "EUWA"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "FSMA") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of assimilated law by virtue of the EUWA; or (iii) not a "qualified investor" as defined in Article 2(e) of Regulation (EU) No. 2017/1129 as it forms part of assimilated law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No. 1286/2014 as it forms part of assimilated law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the New Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the New Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. References in this paragraph to UK legislation include any successor legislation to that legislation.

This offering memorandum has been prepared on the basis that any offer of the New Notes in the UK will be made pursuant to an exemption from the requirement to publish a prospectus for the offer of securities. For the avoidance of doubt, neither this offering memorandum nor any document referred to in it has been approved by the UK Financial Conduct Authority and this offering memorandum is not a prospectus for the purposes of UK legislation.

In addition, in the UK, this offering memorandum is only directed at non-retail investors (being persons who are not retail investors as defined in the section titled "Notice to Investors within the United Kingdom") who are also: (i) persons having professional experience in matters relating to investments who fall within the definition of "investment professionals" in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "Financial Promotion Order"); (ii) high net worth bodies corporate, unincorporated associations, partnerships and trustees of high value trusts as described in Article 49(2)(a) to (c) of the Financial Promotion Order; or (iii) persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the issue or sale of the New Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons").

In the UK, any investment or investment activity to which this offering memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. Any person in the UK who is not a relevant person should not act or rely on this offering memorandum or its contents. Each person in the UK who purchases any of the New Notes will be deemed to have represented and warranted that they are a relevant person.

Notice to Investors within Canada

The New Notes will be issued in Canada on a private placement basis to purchasers that are "accredited investors" and also "permitted clients," each as defined under applicable Canadian provincial securities laws. Purchasers in Canada must qualify to invest in accordance with the requirements of the jurisdiction in which they reside. See "*Certain Material Considerations for Canadian Purchasers—Representations of Canadian Purchasers*."

Notice to Residents in Singapore

This offering memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, no New Notes will be sold or offered or made the subject of an invitation for subscription or purchase, nor will this offering memorandum be circulated or distributed, or any other document or material in connection with the offering, or invitation for subscription or purchase, of the New Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (the "SFA")) pursuant to Section 274 of the SFA; (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (in the case of an accredited investor) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the New Notes are subscribed for or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust, as the case may be, shall not be transferred within six months after that corporation or that trust has acquired the New Notes, as the case may be, pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Notification under Section 309B of the SFA: In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 (the "CMP Regulations 2018"), we have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the New Notes are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in Monetary Authority of Singapore ("MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to Residents in Switzerland

This offering memorandum is not intended to constitute an offer or solicitation to purchase or invest in the New Notes in Switzerland. The New Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and no application has or will be made to admit the New Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this offering memorandum nor any other offering or marketing material relating to the New Notes constitutes a prospectus pursuant to the FinSA, and neither this offering memorandum nor any other offering or marketing material relating to the offering or the New Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Notice to Residents in the Republic of Colombia

The New Notes may not be offered, sold or negotiated in Colombia, except under circumstances which do not constitute a public offering of securities under applicable Colombian securities laws and regulations. Furthermore, foreign financial entities must abide by the terms of Decree 2558 of 2007 to offer privately the New Notes to their Colombian clients.

ENFORCEABILITY OF CIVIL LIABILITIES AGAINST FOREIGN PERSONS

The Guarantors under the Notes are Swiss limited liability companies governed under the laws of Switzerland. Certain of the directors and officers of us and the Guarantors and some of the experts named in this offering memorandum may currently or in the future reside outside of the United States and, as a result, it may not be possible for you to effect service of process within the United States on these persons. Furthermore, it may not be possible for you to enforce against us or them, in the United States, judgments obtained in U.S. courts, because all or a portion of our assets and the assets of these persons are located outside the United States.

We have been advised that it is uncertain whether Swiss courts would enforce (1) judgments of U.S. courts obtained in actions against the Guarantors or other persons that are predicated upon the civil liability provisions of U.S. federal securities laws or (2) original actions brought against the Guarantors or other persons predicated upon the Securities Act. The enforceability in Switzerland of a judgment of U.S. courts rendered against the Guarantors or such other persons is subject to the limitations set forth in the Swiss Federal Private International Law Act and (in cases where a U.S. monetary judgment is to be enforced), the Swiss Federal Act on Civil Procedure and the Swiss Federal Debt Enforcement and Bankruptcy Act ("DEBA"). Although there is currently no multilateral or bilateral treaty on mutual recognition of (ordinary court) judgments between Switzerland and the United States, in the event that the United States and Switzerland enter into an international treaty after the date hereof, the limitations set forth in any such treaty would also apply. In instances where the Swiss Federal Act on Private International Law Act ("PILA") applies, and without limitation to the foregoing, a judgment rendered by a foreign court may only be enforced in Switzerland if (i) such foreign court had proper jurisdiction over the original proceedings from a Swiss perspective, (ii) such judgment has become final and non-appealable under foreign law or no ordinary appeal is available against such judgment, (iii) the defendant was duly served with process initiating the proceedings (if in Switzerland, through judicial aid granted by the Swiss authorities), unless the counterparty unconditionally consented to the original proceeding before the respective court, (iv) the original proceeding was not conducted in violation of material principles of Swiss civil procedure law, in particular the right to be heard and the opportunity to properly defend one's case, (v) the matter (*Verfahren*) resulting in the judgment of the foreign court is not the same (i.e., between the same parties and on the same subject matter) as a matter (*Verfahren*) pending or decided before a Swiss court prior to the foreign court opening its proceedings, or a matter in which judgment has been first rendered by a foreign court that fulfils the prerequisites for recognition in Switzerland, (vi) the enforcement of the judgment by the foreign court would not be manifestly incompatible with Swiss public policy (*schweizerischer Ordre public*) or law, and (vii) from a Swiss law perspective, such foreign procedure does not formally or functionally qualify as an insolvency or insolvency-related, administrative or criminal procedure.

Subject to the foregoing, investors in the Notes may be able to enforce in Switzerland judgments in civil and commercial matters obtained from U.S. federal or state courts. We cannot, however, assure you that any attempts to enforce judgments in Switzerland will be successful; in particular, it is uncertain whether a Swiss court would recognize U.S. jurisdiction if the defendant did not enter an appearance before a U.S. court during the substantive proceedings in the sense of article 6 of the PILA. In addition, the recognition and enforcement of punitive damages awards might be denied by Swiss courts as incompatible with Swiss public policy (*schweizerischer Ordre public*). Alternatively, a Swiss court may reduce the amount of damages granted by a U.S. court and recognize damages only to the extent that they are necessary to compensate actual losses or damages. Furthermore, it is not certain that a Swiss court, if substantive proceedings were commenced in Switzerland, would apply U.S. federal or state laws. The applicable law will be determined in particular in accordance with the PILA, which may limit the right of the parties to choose the applicable law. As an example, notwithstanding a valid choice of law by the parties to an agreement, a court of Switzerland or other authority will not apply a provision of foreign law if and to the extent that this would, in the court's or authority's view, lead to a result violating Swiss public policy (*schweizerischer Ordre public*) or similar general principles. Moreover, a court of Switzerland or other authority will apply, notwithstanding a valid choice of law by the parties, any provisions of Swiss law (and, subject to further conditions, of another foreign law) which in the court's or authority's view imperatively demand application in view of their specific purpose (*lois d'application immédiate*).

Swiss civil procedure differs substantially from U.S. civil procedure in a number of respects. Insofar as the production of evidence is concerned, U.S. law and the laws of several other jurisdictions based on common law provide for pre-trial discovery, a process by which parties to the proceedings may prior to trial compel the production of documents by adverse or third parties and the deposition of witnesses. Evidence obtained in this manner may be decisive in the outcome of any proceeding. No such pre-trial discovery process exists under Swiss law.

GENERAL MATTERS

The information in this offering memorandum relates to an offering that is exempt from the registration requirements under the Securities Act. The information included in this offering memorandum is not intended to, and does not, comply with all of the disclosure requirements of the SEC that would apply if this offering were being made pursuant to a registration statement filed with the SEC. Compliance with such requirements could require the modification or exclusion of certain financial measures, and the presentation of certain other information not included in this offering memorandum or the exclusion of certain information included herein. There are no SEC registration rights associated with the Notes, and we have no intention to offer to exchange the Notes pursuant to a registration statement to be filed with the SEC. The Indenture is not, and is not required to be, qualified under the Trust Indenture Act of 1939, as amended. Our financial statements incorporated by reference into this offering memorandum have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP").

This offering memorandum does not contain, nor does it purport to contain, a summary of all of the terms and conditions of the Notes. Any reference in this offering memorandum to the terms and conditions of the Notes is qualified in its entirety by the terms and conditions of the Indenture. See "*Description of the Notes*."

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This offering memorandum and the documents incorporated by reference herein include forward-looking statements within the meaning of Section 27A of the Securities Act, Section 21E of the Exchange Act, and the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 or "forward-looking information" within the meaning of applicable Canadian securities laws. All statements other than statements of historical facts included in this offering memorandum regarding our financial position, estimated quantities and net present values of reserves, business strategy, plans and objectives of our management for future operations, covenant compliance, capital spending plans and benefits of the changes in our capital program or expenditures, our liquidity, impacts of proposed or pending transactions, and those statements preceded by, followed by or that otherwise include the words "may," "might," "will," "would," "could," "should," "believe," "expect," "anticipate," "intend," "estimate," "project," "target," "goal," "guidance," "budget," "plan," "objective," "potential," "seek," or similar expressions or variations on these expressions are forward-looking statements. We can give no assurances that the assumptions upon which the forward-looking statements are based will prove to be correct or that, even if correct, intervening circumstances will not occur to cause actual results to be different than expected. Because forward-looking statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by the forward-looking statements. There are a number of risks, uncertainties and other important factors that could cause our actual results to differ materially from the forward-looking statements, including, but not limited to, the form and results of this offering; the impact of the use of proceeds of this offering; our operations are located in South America and unexpected problems can arise due to guerilla activity, strikes, local blockades or protests; technical difficulties and operational difficulties may arise which impact the production, transport or sale of our products; other disruptions to local operations; global health events; global and regional changes in the demand, supply, prices, differentials or other market conditions affecting oil and gas, including inflation and changes resulting from a global health crisis, geopolitical events, including the conflicts in Ukraine and the Gaza region, or from the imposition or lifting of crude oil production quotas or other actions that might be imposed by OPEC, such as its recent decision (occurred June 2023) to cut production and other producing countries and the resulting company or third-party actions in response to such changes; changes in commodity prices, including volatility or a prolonged decline in these prices relative to historical or future expected levels; the risk that current global economic and credit conditions may impact oil prices and oil consumption more than we currently predicts, which could cause further modification of our strategy and capital spending program; prices and markets for oil and natural gas are unpredictable and volatile; the effect of hedges; the accuracy of productive capacity of any particular field; geographic, political and weather conditions can impact the production, transport or sale of our products; our ability to execute our business plan and realize expected benefits from current initiatives; the risk that unexpected delays and difficulties in developing currently owned properties may occur; the ability to replace reserves and production and develop and manage reserves on an economically viable basis; the accuracy of testing and production results and seismic data, pricing and cost estimates (including with respect to commodity pricing and exchange rates); the risk profile of planned exploration activities; the effects of drilling down-dip; the effects of waterflood and multi-stage fracture stimulation operations; the extent and effect of delivery disruptions, equipment performance and costs; actions by third parties; the timely receipt of regulatory or other required approvals for our operating activities; the failure of exploratory drilling to result in commercial wells;

unexpected delays due to the limited availability of drilling equipment and personnel; volatility or declines in the trading price of our common stock or bonds; the risk that we do not receive the anticipated benefits of government programs, including government tax refunds; our ability to comply with financial covenants in the indentures and make borrowings under any credit agreement; and those factors set out in this offering memorandum under "*Risk Factors*," in Part II, Item 1A, "*Risk Factors*" in our Quarterly Reports on Form 10-Q for the quarters ended September 30, 2023, June 30, 2023 and March 31, 2023 and in Part I, Item 1A, "*Risk Factors*" in our Annual Report on Form 10-K for the year ended December 31, 2022 (our "2022 Annual Report"), and in our other filings with the SEC. Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. The information included herein is given as of the date of this offering memorandum and, except as otherwise required by securities laws, we disclaim any obligation or undertaking to publicly release any updates or revisions to, or to withdraw, any forward-looking statement contained in this offering memorandum or the documents incorporated by reference herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any forward-looking statement is based.

NON-GAAP FINANCIAL MEASURES

This offering memorandum and the documents incorporated by reference herein include certain supplemental financial measures of our performance that have not been calculated in accordance with GAAP, including, for example, EBITDA, Adjusted EBITDA, funds flow from operations, free cash flow, and net debt. These non-GAAP measures do not have a standardized meaning under GAAP. Investors are cautioned that these measures should not be construed as alternatives to net income or loss, cash flow from operating activities or other measures of financial performance as determined in accordance with GAAP. Our method of calculating these measures may differ from other companies and, accordingly, they may not be comparable to similar measures used by other companies. Each non-GAAP financial measure is presented along with the corresponding GAAP measure so as to not imply that more emphasis should be placed on the non-GAAP measure.

"Operating netback," as presented, is defined as oil and natural gas sales less operating and transportation expenses. Management believes that operating netback is a useful supplemental measure for management and investors to analyze financial performance and provides an indication of the results generated by our principal business activities prior to the consideration of other income and expenses.

"EBITDA," as presented, is defined as net income or loss adjusted for depletion, depreciation and accretion ("DD&A") expenses, interest expense, income tax recovery or expense. "Adjusted EBITDA," as presented, is defined as EBITDA adjusted for asset impairment, goodwill impairment, non-cash lease expense, lease payments, foreign exchange gain or loss, stock-based compensation expense, other non-cash gain or loss, unrealized derivative instruments and other financial instruments gains or losses. Management uses these supplemental measures to analyze performance and income generated by our principal business activities prior to the consideration of how non-cash items affect that income or loss, and believes that these financial measures are also useful supplemental information for investors to analyze our performance and our financial results.

"Funds flow from operations," as presented, is defined as net income or loss adjusted for DD&A expenses, goodwill impairment, asset impairment, deferred income tax expense or recovery, stock-based compensation expense, amortization of debt issuance costs, non-cash lease expense, lease payments, other non-cash loss, cash settlement of derivative instruments, unrealized foreign exchange loss, derivative instruments loss and other financial instruments gains and losses. Management uses this supplemental financial measure to analyze performance and income generated by our principal business activities prior to the consideration of how non-cash items affect that income or loss, and believes that this financial measure is also useful supplemental information for investors to analyze our performance and our financial results.

"Free cash flow," as presented, is defined as funds flow from operations adjusted for capital expenditures. Management uses this financial measure to analyze cash flow generated by principal business activities after capital requirements and believes that this financial measure is also useful supplemental information for investors to analyze our performance and our financial results.

"Net debt," as presented, is defined as gross debt (excluding deferred financing fees) less cash and cash equivalents balance at the end of the period. Management believes that net debt is useful supplemental information for investors to analyze our performance and financial results.

For additional information regarding our use of such non-GAAP financial measures, including a reconciliation of such non-GAAP financial measures to the most closely comparable financial measure calculated in accordance with GAAP, see "*Summary—Summary of Consolidated Financial Data—Non-GAAP Measures.*"

INFORMATION REGARDING RESERVES INFORMATION

Unless otherwise expressly stated, all estimates of proved, probable and possible reserves, related future net revenue and related ancillary information contained or incorporated by reference in this offering memorandum have been prepared and calculated in accordance with National Instrument 51-101 – *Standards of Disclosure for Oil and Gas Activities* ("NI 51-101") of the CSA and the Canadian Oil and Gas Evaluation Handbook, maintained by the Society of Petroleum Evaluation Engineers (Calgary Chapter), as amended from time to time ("COGEH"), and are derived from Gran Tierra's year-end estimated reserves as evaluated by Gran Tierra's independent qualified reserves evaluator, McDaniel & Associates Consultants Ltd. ("McDaniel"), in a report, effective as of December 31, 2023 (the "McDaniel Reserves Report").

Any reserves estimate or related information contained in this offering memorandum as of a date other than December 31, 2023 has an effective date of December 31 of the applicable year and is derived from a report prepared by Gran Tierra's independent qualified reserves evaluator as of such date which has been prepared and calculated in accordance with NI 51-101 and the COGEH. Estimates of reserves and future net revenue made in accordance with NI 51-101 will differ from corresponding estimates prepared in accordance with applicable SEC rules and disclosure requirements of the U.S. Financial Accounting Standards Board ("FASB"), and those differences may be material. NI 51-101, for example, requires disclosure of reserves and related future net revenue estimates based on forecast prices and costs, whereas SEC and FASB standards require that reserves and related future net revenue be estimated using average prices for the previous twelve months. In addition, NI 51-101 permits the presentation of reserves estimates on a "company gross" basis, representing Gran Tierra's working interest share before deduction of royalties, whereas SEC and FASB standards require the presentation of net reserve estimates after the deduction of royalties and similar payments. There are also differences in the technical reserves estimation standards applicable under NI 51-101 and, pursuant thereto, the COGEH, and those applicable under SEC and FASB requirements.

Estimates of reserves provided in this offering memorandum are estimates only and there is no guarantee that estimated reserves will be recovered. Actual reserves may be greater than or less than estimates provided in this offering memorandum and differences may be material. All reserves assigned in the McDaniel Reserves Report are located in Colombia and Ecuador and presented on a consolidated basis by foreign geographic area. Estimates of net present value and future net revenue contained herein do not necessarily represent fair market value. Estimates of reserves and future net revenue for individual properties may not reflect the same level of confidence as estimates of reserves and future net revenue for all properties, due to the effect of aggregation. There is no assurance that the forecast price and cost assumptions applied by McDaniel in evaluating Gran Tierra's reserves will be attained and variances could be material. All evaluations of future net revenue contained in the McDaniel Reserves Report are estimated using forecast prices and costs, arising from the anticipated development and production of reserves, after the deduction of royalties, operating costs, development costs, production costs, abandonment and reclamation costs and taxes, but before consideration of indirect costs such as administrative, overhead and other miscellaneous expenses. It should not be assumed that the estimates of future net revenues presented in this offering memorandum represent the fair market value of the reserves. There are numerous uncertainties inherent in estimating quantities of crude oil, reserves and the future cash flows attributed to such reserves. The reserve and associated cash flow information set forth in the McDaniel Reserves Report are estimates only, and there is no guarantee that the estimated reserves will be recovered. Actual reserves may be greater than or less than the estimate provided therein.

In addition to being a reporting issuer in certain Canadian jurisdictions, Gran Tierra is a registrant with the SEC and subject to domestic issuer reporting requirements under U.S. federal securities law, including with respect to the disclosure of reserves and other oil and gas information in accordance with U.S. federal securities law and applicable SEC rules and regulations (collectively, "SEC requirements"). Disclosure of such information in accordance with SEC requirements as of December 31, 2023 is included in our Form 8-K filed on February 1, 2024 and in other reports and materials filed with or furnished to the SEC and, as applicable, Canadian securities regulatory authorities. The

SEC permits oil and gas companies that are subject to domestic issuer reporting requirements under U.S. federal securities law, in their filings with the SEC, to disclose only estimated proved, probable and possible reserves that meet the SEC's definitions of such terms. Gran Tierra has disclosed estimated proved, probable and possible reserves in its filings with the SEC. In addition, Gran Tierra prepares its financial statements in accordance with GAAP, which require that the notes to its annual financial statements include supplementary disclosure in respect of the Issuer's oil and gas activities, including estimates of its proved oil and gas reserves and a standardized measure of discounted future net cash flows relating to proved oil and gas reserve quantities. This supplementary financial statement disclosure is presented in accordance with FASB requirements, which align with corresponding SEC requirements concerning reserves estimation and reporting.

This offering memorandum contains a number of oil and gas metrics, including operating netback, FD&A costs, and reserves replacement, which do not have standardized meanings or standard methods of calculation and therefore such measures may not be comparable to similar measures used by other companies and should not be used to make comparisons. Such metrics have been included herein to provide readers with additional measures to evaluate our performance; however, such measures are not reliable indicators of the future performance of Gran Tierra and future performance may not compare to the performance in previous periods.

Operating netback is calculated as oil and natural gas sales less operating and transportation expenses. Management believes that operating netback is a useful supplemental measure for management and investors to analyze financial performance and provides an indication of the results generated by our principal business activities prior to the consideration of other income and expenses.

FD&A costs are calculated as estimated exploration and development capital expenditures, excluding acquisitions and dispositions, divided by the applicable reserves additions both before and after changes in FDC costs. The calculation of FD&A costs incorporates the change in FDC costs required to bring proved undeveloped and developed reserves into production. The aggregate of the exploration and development costs incurred in the financial year and the changes during that year in estimated FDC costs may not reflect the total FD&A costs related to reserves additions for that year. Management uses FD&A costs per BOE as a measure of its ability to execute its capital program and of its asset quality.

Reserves replacement is calculated as reserves in the referenced category divided by estimated referenced production. Management uses this measure to determine the relative change of its reserve base over a period of time.

In respect of any documents incorporated by reference in this offering memorandum, see additional disclaimers provided therein in respect of any oil and gas information provided therein.

GLOSSARY OF OIL AND GAS TERMS

In this offering memorandum, the abbreviations set forth below have the following meanings:

Bbl: barrel;

BOE: barrels of oil equivalent;

Bopd: barrels of oil per day;

FD&A costs: finding, development and acquisition costs;

FDC costs: future development costs;

Mcf: thousand cubic feet;

MMbbl: million barrels;

MMBOE: million barrels of oil equivalent;

NGL: natural gas liquids;

NAR: net after royalty;

WI: working interest production before royalties;

"1P" or "proved reserves" are those reserves that can be estimated with a high degree of certainty to be recoverable. It is likely that actual remaining quantities recovered will exceed estimated proved reserves;

"2P" are 1P reserves plus "probable reserves," which are those additional reserves that are less certain to be recovered than proved reserves. It is equally likely that actual remaining quantities recovered will be greater or less than the sum of estimated proved plus probable reserves. Probable reserves may be developed or undeveloped;

"3P" are 2P plus "possible reserves," which are those additional reserves that are less certain to be recovered than probable reserves. There is a 10% probability that quantities actually recovered will equal or exceed sum of proved plus probable plus possible reserves; and

"PDP" or "proved developed producing" are those reserves that are expected to be recovered from completion intervals open at the time of the estimate. These reserves may be currently producing or, if shut-in, they must have previously been on production, and the date of resumption of production must be known with reasonable certainty.

Certain terms used in this offering memorandum but not defined are defined in NI 51-101, CSA Staff Notice 51-324 — *Revised Glossary to NI 51-101 Standards of Disclosure for Oil and Gas Activities* ("CSA Staff Notice 51-324") and/or COGEH and, unless the context otherwise requires, shall have the same meanings herein as in NI 51-101, CSA Staff Notice 51-324 and COGEH, as the case may be.

Sales volumes represent production NAR adjusted for inventory changes and losses. Our oil and gas reserves are reported NAR. Our production and per BOE amounts are also reported NAR, except as otherwise specifically noted as WI. NGL volumes are converted to BOE on a one-to-one basis with oil. Gas volumes are converted to BOE at the rate of 6 Mcf of gas per bbl of oil, based upon the approximate relative energy content of gas and oil. The rate is not necessarily indicative of the relationship between oil and gas prices. BOEs may be misleading, particularly if used in isolation. A BOE conversion ratio of 6 Mcf:1 bbl is based on an energy equivalency conversion method primarily applicable at the burner tip and does not represent a value equivalency at the wellhead. References to a formation where evidence of hydrocarbons has been encountered is not necessarily an indicator that hydrocarbons will be recoverable in commercial quantities or in any estimated volume. Our reported production is a mix of light crude oil and medium and heavy crude oil for which there is no precise breakdown since our oil sales volumes typically represent blends of more than one type of crude oil. References to thickness of "oil pay" or of a formation where evidence of hydrocarbons has been encountered is not necessarily an indicator that hydrocarbons will be recoverable in commercial quantities or in any estimated volume.

AVAILABLE INFORMATION

For so long as any Notes are "restricted securities" within the meaning of Rule 144A(a)(3) under the Securities Act, the Issuer will furnish, upon the request of any holder or beneficial owner of such restricted securities, such information as is specified in Rule 144A(d)(4) under the Securities Act (i) to such holder or beneficial owner, (ii) to a prospective purchaser of such restricted securities (or a beneficial interest therein) who is a QIB designated by such holder or beneficial owner and to the trustee for the Notes for delivery to such holder, beneficial owner or prospective purchaser, in each case in order to permit compliance by such holder, beneficial owner or prospective purchaser with Rule 144A under the Securities Act.

SUMMARY

This summary highlights information contained elsewhere in or incorporated by reference into this offering memorandum but does not contain all the information that may be important to you. Before making an investment decision, you should read this entire offering memorandum. You should also carefully consider the information set forth under the headings "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," the consolidated financial statements and accompanying notes thereto appearing elsewhere in this offering memorandum.

About Gran Tierra Energy Inc.

We are an international exploration and production company focused on international oil and gas exploration and production with assets currently in Colombia and Ecuador. Our Colombian properties represented 94% of our proved reserves NAR at December 31, 2023 and 95% at December 31, 2022. For the years ended December 31, 2023 and 2022, 100% of our revenue was generated from oil sales in Colombia and Ecuador. Our shares of common stock, par value US$0.001 per share, trade on the NYSE American, the Toronto Stock Exchange and the London Stock Exchange under the ticker symbol "GTE."

Our Strengths

We believe that we benefit from the following competitive strengths:

High quality reserves and resources

Our asset base includes a diverse portfolio of oil-weighted producing assets and significant reserves that span multiple proven basins in Colombia and Ecuador. For the years ended December 31, 2023 and December 31, 2022, our WI production was 32,647 Bopd and 30,746 Bopd, respectively, which were approximately 100% oil. For the three months ended December 31, 2023, our WI production was 31,309 Bopd. Our assets are characterized by high operating netbacks, an attractive cost structure and low decline rates, which drive the generation of meaningful free cash flow. Our significant land base spans multiple basins in Colombia and Ecuador and totals approximately 1.5 million gross acres as of December 31, 2023, much of which is undeveloped and prospective for significant resources.

Colombia represents approximately 97% and 100% of our production with oil reserves and production mainly located in the Middle Magdalena Valley ("MMV") and Putumayo Basins for the years ended December 31, 2023 and December 31, 2022, respectively. In the MMV Basin, our largest Field is the Acordionero Field, where we produce approximately 17°API oil, which represented 52% of total WI production in 2023 and 53% as of December 31, 2022. The Putumayo production is approximately 28°API for Chaza Block and 18°API for Suroriente Block, representing 26% and 11%, respectively, of total WI production in 2023, and 27% and 12%, respectively, of total WI production in 2022. Our main fields have low declines, with five-year forward-looking PDP decline rates of approximately 19% at the Acordionero field, 18% at the Costayaco field, and 15% at the Moqueta field, as provided for in the McDaniel Reserves Report effective as of December 31, 2023.

Significant drilling inventory and resource potential

Our portfolio includes a large and highly prospective land position in proven hydrocarbon basins, consisting of blocks with multiple drilling leads and prospects in different geological formations, providing attractive opportunities with varying levels of risk. Our development plans and drilling inventory target locations that provide strong economics and support a predictable production profile, as demonstrated by recent successful well results at the Acordionero asset in the MMV Basin and successful well results in the Putumayo Basin. Additionally, in the Putumayo Basin we hold a dominant land position, have an extensive seismic database (16,726 kilometers ("km") of 2D seismic and 2,459 square kilometers ("km^2") of 3D seismic); and control significant infrastructure in the area, which enhances our ability to develop potentially large carbonate resource plays and explore multi-zone targets throughout the basin.

Our geoscience team continues to identify new potential oil and gas accumulations, thereby expanding our inventory of prospects and drilling opportunities.

Low costs and high operating netbacks

We have a strong focus on controlling our operating and transportation costs which allows Gran Tierra to generate top-quartile operating netbacks relative to our peer oil and gas exploration and production companies. For the nine months ended September 30, 2023, our operating netback was US$332 million. Our FD&A costs on our Colombian portfolio are also very competitive. We believe that US$10 to US$20 per BOE is sustainable in the long term, supported by our 1P FD&A costs as of December 31, 2023, excluding FDC costs of US$11.96 per BOE and 1P FD&A costs as of December 31, 2023, including FDC costs of US$20.58 per BOE, respectively.

Control over operations and flexible operating structure

Approximately 99% of our production is from assets which we operate, and we have a high degree of operatorship in our exploration assets. This provides us with significant control over the pace of development. Operational control allows us to increase or decrease capital expenditures largely at our discretion, giving us significant flexibility to adjust our capital program in the event of changes in oil prices or other external factors that may impact, positively or negatively, our cash flows.

Strong financial position

We benefit from strong cash flow from operating activities. Our cash flow from operating activities plays a significant role in funding our capital expenditures. We will also use cash flow to service current and expected outstanding debt. For the nine months ended September 30, 2023, our consolidated net debt (which means our consolidated total debt excluding deferred financing fees minus our cash and cash equivalents) and cash and cash equivalents was US$499 million and US$123 million, respectively. Between January 1, 2021 and September 30, 2023, after giving effect to the exchange offers completed in October 2023, we reduced our consolidated net debt by US$277 million.

All financial decisions are made with the intention of remaining compliant with targeted leverage and liquidity metrics. At this time, we do not pay a dividend on our outstanding common stock and do not anticipate paying a dividend for the foreseeable future.

Successful track record of profitable growth, both organic and inorganic

Our Colombian and Ecuador WI production has grown at a rate of approximately 40% since 2015, driven by the successful integration of several acquisitions and growth from both acquired and existing assets. Since 2015, the successful completion of several acquisitions has consolidated our position in the Putumayo Basin and diversified our core operations into the MMV Basin, which has resulted in a material increase in production and inventory of profitable exploration and development opportunities. We successfully achieved these results as demonstrated by our dominant land position in the Putumayo Basin, diversified production and reserves from our core assets and current multi-year exploration and development program. Additionally, our team has demonstrated its ability to successfully integrate and operate assets, as evidenced by growth of the Acordionero field from 4,730 Bopd (WI) at the time of purchase in August 2016 to a year-to-date average rate to December 31, 2023 of 16,976 Bopd (WI), an increase of 259%.

In addition, from year-end 2014 to December 31, 2023, our 1P reserves replacement was 150% (comprising 37 MMBOE attributable to acquisitions and 103 MMBOE attributable to new additions, net of 96 MMBOE of production) and our 2P reserves replacement was 194% (comprising 82 MMBOE attributable to acquisitions and 100 MMBOE attributable to new additions, net of 96 MMBOE of production).

We focus on growing production profitably, and we have achieved significant increases in production from our major fields. We have started 2024 with two rigs currently drilling our planned series of development wells in Acordionero and Costayaco. Both rigs began their development campaigns in December 2023. We completed our 2023 drilling campaign in the first half of 2023, which will result in capital expenditures decreasing significantly in the second half of 2023, which allowed us to focus on the generation of free cash flow. For the nine months ended September 30, 2023, we generated US$192 million in funds flow from operations.

We will continue to evaluate opportunities to expand our portfolio through acquisitions or other strategic transactions, with a focus on proven, under-explored conventional basins which have access to established infrastructure and competitive fiscal regimes. We believe that we may have such opportunities in the near term.

Access to transportation infrastructure and focus on costs and realized prices

There are numerous options for transportation of our crude oil within Colombia and Ecuador, and our marketing team works to continuously increase operating netbacks by securing transportation capacity on multiple routes, managing costs and seeking out the best sales prices. Spare capacity exists on many pipelines in Colombia and Ecuador, and the countries have an active trucking industry with competitive costs. These ensure reliability of sales and allow monetization of new oil discoveries relatively quickly.

Our Putumayo crude is currently sold mainly via the Oleoducto de Crudos Pesados ("OCP") pipeline in Ecuador. Alternative transportation routes that are available include the Oleoducto Transandino ("OTA") pipeline and at the port of Coveñas via truck, or a combination of truck and pipeline. A large portion of our crude sales take place at or near the wellhead, with transportation costs deducted from the sales price. Our marketing team manages location and quality differentials and transportation costs on an integrated basis with the goal of achieving the highest wellhead price.

Experienced management team with strong knowledge of the oil and gas industry

We have assembled a highly qualified management team with significant experience operating international oil and gas companies. Our senior management team has on average more than 30 years of experience in the international oil and gas industry, extensive experience operating in Latin America, Africa and the Middle East, and in the exploration, production, marketing and management of oil and gas companies through different economic cycles in many jurisdictions around the world. Prior to joining Gran Tierra in 2015, much of our management team worked together at multiple previous successful ventures, including Caracal Energy, Orion Oil & Gas, and Tanganyika Oil Company. Each of these ventures resulted in the creation of significant value for shareholders.

Business Strategies

We are an international exploration and production company focused on hydrocarbon development in proven, under-explored conventional basins which have access to established infrastructure and competitive fiscal regimes. Our mandate is to develop high-value resource opportunities to deliver top-quartile returns. We intend to continue to high-grade our portfolio, with a continued focus on operational excellence, safety, and stakeholder returns. 2023 was our safest year on record, with a total of 16.3 million person-hours without a Lost Time Injury and a Total Recordable Case Frequency of 0.04, which places Gran Tierra within the region's top quartile in safety performance. We intend to continue to pursue inorganic opportunities in the current jurisdictions where we operate and jurisdictions where we currently do not. The senior management team has a proven track record in developing technically difficult reservoirs, enhanced oil recovery, and operating in remote locations in demanding jurisdictions. We aim to have a meaningful and sustainable impact through social investments within the communities we operate. Our "Beyond Compliance Policy" focuses on our commitments to environmental, social, and governance excellence.

Efficiently operate our existing high quality asset base with a focus on profitability and sustainability

As part of the repositioning of Gran Tierra, which began in 2015 after the installation of our new management team, we changed our core focus to Colombia and the optimization of the cost structure of our organization. Our goal was to create a sustainable business model by focusing on full-cycle returns and maintaining our financial strength. To achieve this, we continue to place a heavy emphasis on the profitability of our assets while maximizing their ultimate recovery. As a result, our current asset base is characterized by high operating netbacks and low decline rates, which we strive to maintain.

Grow our portfolio of development and exploration opportunities by capitalizing on our technical expertise

Our strategy in building our portfolio is to focus on proven basins, short cycle times, stable regulatory environments, access to infrastructure and sanctity of contract. We continue to focus on these values as we grow and diversify our portfolio. We intend to fund our organic and inorganic growth program primarily through internally generated cash flows and external acquisitions with internally generated cash flow and indebtedness.

Our existing asset base provides significant potential for exploration and future development opportunities. The Acordionero field in the MMV Basin has a significant inventory of de-risked conventional drilling locations. Our large land position in the Putumayo Basin of approximately 0.8 million gross acres.

We recently announced that we have secured a continuation of our Suroriente Block located in the south of the Putumayo Basin, effective September 1, 2023. The agreement extends the duration of the Suroriente Block by 20 years, allowing for long-term investment in infrastructure, work programs to enhance oil recovery efficiency and appraisal drilling to potentially prolong the life of the fields. We have committed to a capital investment program of US$123 million over a three-year period, starting on the effective date that is expected to be funded by our internal cash flow from operations.

Following the consolidation of a deep portfolio of exploration opportunities and a pause in exploration drilling during the low oil price environment of 2020 and 2021, we have restarted a three-to-five-year continuous exploration program that we expect will be fully funded through the reinvestment of cash flows from operations and leveraging our financial strength. In the Costayaco Field, we have found that water injection through waterflooding moves 2P and 3P reserves to 1P reserves. As of December 31, 2023, based on the McDaniel Reserves Report, our 1P reserves, 2P reserves, and 3P reserves attributable to Costayaco were 18.6 MMbbl, 25.4 MMbbl, and 29.4 MMbbl, respectively. Future growth will be driven by enhanced oil recovery and continued waterflood activity.

Continue to foster conservative financial policies and maintain a strong financial position

We seek to maintain a prudent and sustainable capital structure and a strong financial position to allow us to maximize the development of our assets and capitalize on business opportunities as they arise. We intend to remain financially disciplined by limiting our debt incurrence to amounts that we believe can be repaid using cash flows from existing production or low-risk, near-term development.

At this time, we do not pay a dividend and do not intend to do so in the near term. We will seek to ensure that any shareholder distributions (*e.g.*, dividends or share buybacks) are executed while remaining compliant with targeted leverage and liquidity metrics and restrictions under our bank facility, which limits the dollar amount of distributions and requires certain leverage and liquidity covenants to be met.

Our cash flow generation is complemented by our financial hedging program. We have entered into derivative financial instruments to manage our exposure to oil price risk. The purpose of our hedging strategy is to manage the variability in cash flows associated with fluctuations in oil prices, which represent our largest market risks. Establishing hedges allows us to protect a portion of our cash flows and have greater confidence in our ability to fund our capital program for the following 12 to 18 months and remain in line with leverage targets.

We believe that by maintaining a disciplined capital structure and conservative financial philosophy, including limiting our debt incurrence to amounts that we believe can be repaid using cash flows from existing production or low-risk, near-term development, we are positioned to maintain sufficient liquidity and remain flexible in volatile commodity price environments. Our financial flexibility also gives us the ability to pursue new opportunities through future potential acquisitions.

Reserves Information

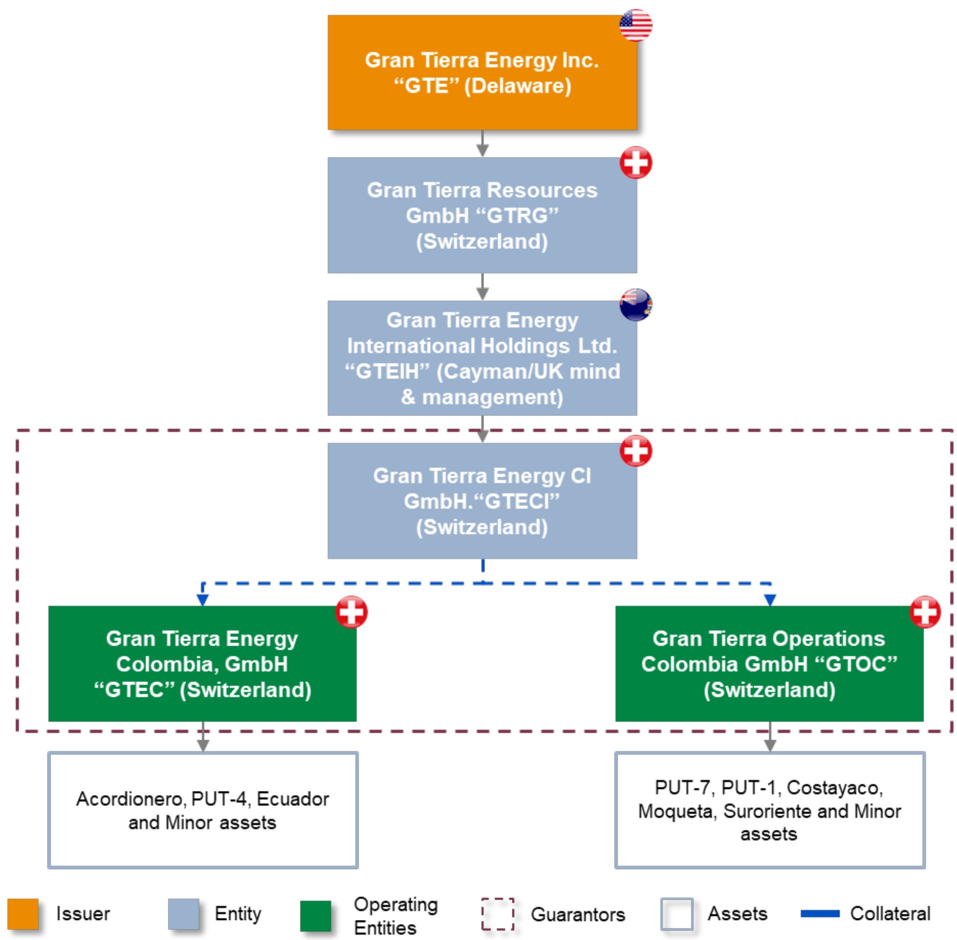
As of December 31, 2023, based on the McDaniel Reserves Report, our 1P reserves were 90 MMBOE, our 2P reserves were 147 MMBOE, and our 3P reserves were 207 MMBOE. As of December 31, 2023, based on the McDaniel Reserves Report, our 1P reserves, 2P reserves, and 3P reserves attributable to various fields were as follows: Acordionero (100% WI) – 37 MMBOE, 49 MMBOE, and 59 MMBOE, respectively; Chaza Block (Costayaco and Moqueta fields) (100% WI) – 26 MMBOE, 35 MMBOE, and 41 MMBOE, respectively; South Putumayo (Suroriente

49% WI, Putumayo-7 100% WI, Alea-1848 100% WI Blocks) – 14 MMBOE, 35 MMBOE and 62 MMBOE, respectively; and Ecuador – 8 MMBOE, 17 MMBOE and 28 MMBOE, respectively. As of December 31, 2023, based on the McDaniel Reserves Report, our gross land position in the Putumayo and Oriente was 0.8 million acres and 0.1 million acres, respectively. For the year ended December 31, 2023, we achieved 154% 1P reserves replacement, 242% 2P reserves replacement and 303% 3P reserves replacement, and we added 18 MMBOE of 1P reserves, 29 MMBOE of 2P reserves and 36 MMBOE of 3P reserves.

Corporate Information

We are incorporated under the laws of the State of Delaware and operate and own assets directly and indirectly through a number of subsidiaries, including the Guarantors. Our headquarters are located in Calgary, Alberta, Canada at 500 Centre Street S.E. Our telephone number is +1 (403) 265-3221 and our website address is *www.grantierra.com*. Information on our website is not incorporated by reference into this offering memorandum and does not constitute a part of this offering memorandum unless specifically so designated and filed with the SEC.

Organizational Chart



(1) The Notes are initially guaranteed by Gran Tierra Energy CI GmbH, a limited liability company incorporated under the laws of Switzerland ("GTECI"), Gran Tierra Energy Colombia GmbH, a limited liability company incorporated under the laws of Switzerland ("GTEC"), and Gran Tierra Operations Colombia GmbH, a limited liability company incorporated under the laws of Switzerland ("GTOC"). The Notes are, or will be, secured by a pledge by GTECI over 100% of its equity interest in GTEC and GTOC, the perfection of which is to be confirmed via customary Swiss law governed security confirmations with respect to the Collateral as of the Closing Date.

Summary of the Notes

The summary below describes the principal terms of the Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" and "Transfer Restrictions" sections of this offering memorandum contain a more detailed description of the terms and conditions of the Notes. As used in this section, "we," "our," and "us" refer to Gran Tierra Energy Inc. and not to its consolidated subsidiaries.

Issuer	Gran Tierra Energy Inc., a Delaware corporation.
Notes	Up to US$100,000,000 principal amount of 9.500% Senior Secured Amortizing Notes due 2029 (the "New Notes"). After giving effect to this offering of New Notes, US$587,590,000 total outstanding aggregate principal amount of Notes of this series, including the Original Notes, will be outstanding.
Maturity	October 15, 2029.
Amortization of Principal..........	The principal amount of the Notes will amortize over four annual installments, equal to (i) 25.0% of the original principal amount of the Notes on October 15, 2026, (ii) 5% of the original principal amount of Notes on October 15, 2027, (iii) 30.0% of the original principal amount of the Notes on October 15, 2028, and (iv) the remaining principal amount of the Notes on October 15, 2029, subject, in each case, to adjustment in case of issuance of additional notes, partial redemption or repurchase.
Interest	9.500% per year. Interest will be payable semiannually in arrears on April 15 and October 15 of each year, beginning on April 15, 2024. Interest on the New Notes will accrue from October 20, 2023, the issue date of the Original Notes. US$2,797,222.22 of accrued interest from and including October 20, 2023 to, but excluding the issue date of the New Notes, must be paid by the purchasers of the New Notes.
Guarantees.................................	The Notes are, or will be, guaranteed on a senior basis by the Guarantors, secured by first priority liens on the Collateral, subject to permitted liens and certain other exceptions. The guarantees and any future guarantees may be subject to certain limitations. See "*Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral—Each guarantee of the Notes will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit its validity and enforceability*" and "*Description of the Notes*."
Collateral....................................	The Notes are, or will be, secured by a first-priority lien on the Collateral (as defined herein), subject to Permitted Collateral Liens (as defined herein). GTECI and the Security Agent previously entered into (i) a first-ranking pledge in respect of all of the quotas and other equity securities of any kind of GTOC, a limited liability company organized under the laws of Switzerland, now or at any time in the future beneficially owned by GTECI or in which GTECI has any interest (including any equity of redemption) and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the quotas and equity other securities of any kind and (ii) a first-ranking pledge in respect of all of the quotas and other equity securities of any kind of GTEC, a limited liability company organized under the laws of Switzerland, now or at any time in the future beneficially owned by GTECI or in which GTECI has any interest (including any equity of redemption) and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the quotas and equity other securities of any kind (the

	security interests referred to in (i) and (ii), each as amended, amended and restated, supplemented or modified from time to time, the "Quota Pledge Agreements"). Under certain circumstances, GTECI will be required to cause additional security interests to be granted, including through its subsidiaries. See "*Description of the Notes—Security for the Notes—Collateral*." In addition, under certain circumstances, the Collateral may be released without the consent of the holders of Notes. See "*Description of the Notes—Security for the Notes—Collateral Release*." For more information on the security for the Notes, see "*Description of the Notes—Security for the Notes*."
Use of Proceeds..........................	We estimate that the net proceeds from this offering will be approximately US$88.3 million (including accrued interest from October 20, 2023) after deducting initial purchasers' discounts and commissions and estimated offering expenses. We intend to use the net proceeds from this offering to repay the outstanding amounts borrowed under the credit facility (after which the credit facility will be terminated), and any remaining net proceeds from this offering for general corporate purposes, which may include additional capital to appraise and develop exploration discoveries, repayment of other indebtedness, working capital and/or acquisitions. See "*Use of Proceeds*."
Redemption at Our Option........	At any time prior to October 15, 2026, we may redeem the Notes, in whole or in part, at a price equal to the principal amount of the Notes being redeemed plus a "make-whole" premium, together with any accrued and unpaid interest to, but excluding the date of redemption. We may redeem for cash all or part of the Notes, at our option, on or after October 15, 2026, at the redemption prices specified under "*Description of the Notes—Optional Redemption*," together with any accrued and unpaid interest to the date of redemption. In addition, we may redeem up to 35% of the aggregate principal amount of Notes on or prior to October 15, 2026, in an amount not greater than the net cash proceeds from certain equity offerings. No "sinking fund" is provided for the Notes, which means that we are not required to redeem or retire the Notes periodically. In the event that holders of not less than 90% of the aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer (as defined under "*Description of the Notes*"), Asset Disposition Offer (as defined under "*Description of the Notes*") or other tender offer and we (or a third party making the offer) purchase all of the Notes validly tendered and not withdrawn by such holders, we or the third party offeror, as applicable, will have the right to redeem or purchase, as applicable, all of the Notes that remain outstanding following such purchase at a redemption price or purchase price, as the case may be, equal to the price paid to each other holder in such offer (which may be less than par) plus, to the extent not included in such price, accrued and unpaid interest on the Notes that remain outstanding. See "*Description of the Notes—Optional Redemption*."
Optional Redemption for Changes in Taxes........................	The Notes may be redeemed, at our election, in whole but not in part, on any date prior to the maturity date at a price equal to 100% of the outstanding principal amount thereof, together with any Additional Amounts and accrued and unpaid interest, if any, to (but excluding) the redemption date, upon the occurrence of specified events relating to changes in tax law of a Relevant Taxing Jurisdiction (as defined in this offering memorandum under "*Description of the Notes*"). See "*Description of the Notes—Optional Tax Redemption*."

Additional Amounts .... All payments by us or the Guarantors will be made after withholding and deduction, if required, for certain taxes as set forth under "*Description of the Notes—Additional Amounts*." We or the Guarantors, as applicable, will pay such additional amounts as will result in receipt by the holders of Notes of such amounts as would have been received by them had no such withholding or deduction been required, subject to certain exceptions (including an exception for U.S. federal withholding taxes) set forth under "*Description of the Notes—Additional Amounts*."

Change of Control Repurchases .... If we undergo a "Change of Control" (as defined under "*Description of the Notes*"), subject to certain conditions, holders may require us to repurchase for cash all or part of their Notes in principal amounts of US$200,000 or an integral multiple of US$1,000 in excess thereof. The change of control repurchase price will be equal to 101% of the principal amount of the Notes to be repurchased, *plus* accrued and unpaid interest to, but excluding, the change of control repurchase date. See "*Description of the Notes—Repurchases at the Option of the Holders of the Notes Upon a Change of Control*."

In the event that holders of not less than 90% of the aggregate principal amount of the outstanding Notes accept a Change of Control Offer (as defined under "*Description of the Notes*") and the Issuer (or the third party making the Change of Control Offer) purchases all of the Notes held by such holders, the Issuer will have the right to redeem all of the Notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment (as defined under "*Description of the Notes*") plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest on the Notes that remain outstanding, to, but excluding, the date of redemption (subject to the right of holders on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date). See "*Description of the Notes—Repurchases at the Option of the Holders of the Notes Upon a Change of Control*."

Substitution of Issuer .... We may, without the consent of the holders of the Notes and subject to certain conditions, be replaced and substituted by any of our wholly-owned subsidiaries as principal debtor in respect of the Notes. See "*Description of the Notes—Substitution of the Issuer*." Noteholders should be aware that there may be adverse tax consequences resulting from a substitution of the Issuer. For more information, see "*Certain Tax Considerations—Certain U.S. Federal Income Tax Considerations—Substitution of the Issuer*."

Ranking .... The Notes will:

- be senior obligations of the Issuer;
- be unconditionally guaranteed on a senior basis by each of the Note Guarantors (subject to certain limitations as further described herein);
- be secured by liens on the Collateral, subject to the terms of the Security Documents;
- rank equal in right of payment with all other existing and future senior indebtedness of the Issuer, including the 2027 Notes and its guarantee of the 2025 Notes, and the Guarantees will rank equal in right of payment with all other existing and future senior indebtedness of the Guarantors, including the guarantees of the 2025 Notes and the 2027 Notes;
- rank equal with all existing and future indebtedness secured only by liens on the Collateral that are *pari passu* with the liens securing the Notes;

- rank senior in right of payment to all existing and future subordinated obligations of the Issuer;
- be effectively senior to all other existing and future senior indebtedness of the Issuer that is unsecured, including the 2025 Notes and the 2027 Notes or that is secured by junior liens on the Collateral or liens that are not collateral, to the extent of the value of the Collateral; and
- be effectively subordinated to (i) the extent of the value of the collateral securing (x) all existing and future secured indebtedness of the Issuer to the extent such security interest does not also secure the Notes and (y) all existing and future secured indebtedness of the Guarantors to the extent such security interest does not also secure the guarantees and (ii) all additional existing and future indebtedness of the Issuer's subsidiaries (other than to the extent of the guarantees, and including the obligations of Gran Tierra Energy International Holdings Ltd. under the 2025 Notes).

Each Guarantor will guarantee the performance of all obligations of the Issuer under the Indenture and the Notes on a senior basis (subject to certain limitations as further described herein), secured by a first-priority lien on the Collateral. As of September 30, 2023, we had approximately US$587.4 million of long-term indebtedness outstanding (net of unamortized debt issuance costs, and including long-term lease obligations), to which the Notes would have been equal in right of payment, including the 2025 Notes and the 2027 Notes. In addition, as at September 30, 2023, the credit facility was drawn by US$50 million. We intend to use the net proceeds from this offering to repay the outstanding amounts borrowed under the credit facility (after which the credit facility will be terminated). See "*Use of Proceeds*."

As of September 30, 2023, our subsidiaries that are not Guarantors had US$289.6 million of indebtedness and other liabilities (including trade payables, asset retirement obligations and the 2025 Notes recorded in GTEIH (as defined herein), but excluding intercompany obligations and liabilities of a type not required to be reflected on a balance sheet of such subsidiaries in accordance with GAAP) to which the Notes would have been structurally subordinated. Our subsidiaries that are not Guarantors under the Notes represented 3% of the Issuer's consolidated assets as at September 30, 2023, and none of the Issuer's consolidated net sales for the nine months ended September 30, 2023. As of September 30, 2023, after giving effect to the issuance of the Notes and the use of proceeds therefrom and the completion of the exchange offers in October 2023, our total consolidated indebtedness would have been US$660.5 million (excluding unamortized debt issuance costs, and including long-term lease obligations).

Certain covenants....................... The Indenture contains covenants that, among other things, limit our ability and each restricted subsidiary to:

- incur additional indebtedness;
- pay dividends or make distributions or repurchase or redeem stock;
- prepay, redeem or repurchase certain indebtedness;
- make loans and investments;
- sell assets;
- incur liens;
- enter into transactions with affiliates;

- enter into agreements restricting the ability of our subsidiaries to pay dividends; and
- consolidate, merge or sell all or substantially all of our assets.

These covenants are subject to a number of exceptions and qualifications. For more details, see "*Description of the Notes—Certain Covenants*."

No Registration Rights.............. The Notes have not been, and will not be, registered or qualified under the Securities Act, any state securities laws, Canadian securities laws or the securities laws of any other jurisdiction. We do not intend to file a shelf registration statement or prospectus for the resale of the Notes. As a result, holders may only resell the Notes pursuant to an exemption from the registration requirements of the Securities Act and other applicable securities laws. See "*Transfer Restrictions*."

Form and Denomination........... The New Notes will be issued in book-entry form and will be represented by permanent global certificates deposited with, or on behalf of, DTC and registered in the name of a nominee of DTC. Beneficial interests in any of the Notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated securities, except in limited circumstances. The New Notes will be issued in minimum denominations of US$200,000 and integral multiples of US$1,000 in excess thereof.

Listing.. The Original Notes are listed, approval in-principle has been received for the listing and quotation of the New Notes, on the SGX-ST. Approval in-principle from, admission to the Official List of, and listing and quotation of the Notes on, the SGX-ST are not to be taken as an indication of the merits of the offering, the Issuer, the Guarantors or any of its or their subsidiaries. For as long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes will be traded on the SGX-ST in a minimum board lot size of US$200,000.

Transfer Restrictions; Absence of a Public Market for the Notes.. We have not registered the Notes under the Securities Act or qualified them by way of a prospectus and these Notes are subject to restrictions on transferability and resale in the United States and in Canada. We are subject to Rule 144(i) under the Securities Act, which makes Rule 144 unavailable for resales of the Notes unless, among other conditions, we have filed all required reports under Section 13 or 15(d) of the Exchange Act, as applicable, during the twelve months preceding such resale. This condition to resale will apply to the Notes even after a person who acquired Notes from us or our affiliate has beneficially owned Notes for more than one year. If we are not current in filing our Exchange Act reports, a person who acquires from us or our affiliate Notes and seeking to publicly resell such Notes could be required to hold such Notes indefinitely following such acquisition. The Notes will, at all times, bear a restrictive legend, unless the Notes have been sold pursuant to an effective registration statement, and provided that the restrictive legend on the Notes sold pursuant to Regulation S will be removed 40 days after the issue date. See "*Transfer Restrictions*."

In addition, all Notes will be subject to certain restrictions with respect to certain resales of such securities to persons or companies in Canada for a period of four months and a day following the issuances of the Notes, as described in this offering memorandum. See "*Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral—We have not registered the Notes or qualified them pursuant to a prospectus, which will limit your ability to resell them*" and "*Transfer Restrictions.*"

The Original Notes are listed, and approval in-principle has been received for the listing and quotation of the New Notes, on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this offering memorandum. Approval in-principle from, admission to the Official List of, and listing and quotation of the Notes on, the SGX-ST are not to be taken as an indication of the merits of the offering, the Issuer, the Guarantors or any of their subsidiaries. The initial purchasers have advised us that they currently intend to make a market in the Notes. However, the initial purchasers are not obligated to do so, and they may discontinue any market making with respect to the Notes without notice.

Upon settlement, the New Notes that are sold pursuant to Rule 144A are expected to trade under the same CUSIP number as the Original Notes held in the existing Rule 144A Global Note. The New Notes that are sold pursuant to Regulation S will have a different CUSIP number than the Original Notes held in the existing Regulation S Global Note until the end of the Distribution Compliance Period, but as promptly as practicable thereafter, we intend to cause the New Notes that are issued pursuant to Regulation S to be consolidated with, and share the same CUSIP number as, the Original Notes that were issued pursuant to Regulation S and are held in the existing Regulation S Global Note. Accordingly, we expect the New Notes to be fungible with the Original Notes for U.S. federal income tax purposes.

Certain Tax Considerations ...... For a description of certain U.S. federal income tax and Swiss tax considerations applicable to the holding and disposition of the Notes, see "*Certain Tax Considerations*."

Governing Law .... The Indenture and the Original Notes are, and the New Notes will be, governed by the laws of the State of New York. The Quota Pledge Agreements are governed by, and construed in accordance with, Swiss law.

Trustee, Security Agent and Paying Agent............................... U.S. Bank Trust Company, National Association.

Risk Factors .... For a description of certain risks relating to the Notes, the Guarantees and the Collateral, see "*Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral*."

Summary of Consolidated Financial Data

The summary historical consolidated financial data set forth below as of December 31, 2022 and 2021 and for the years ended December 31, 2022, 2021 and 2020 have been derived from our audited consolidated financial statements incorporated by reference herein. The summary historical consolidated financial data set forth below as of September 30, 2023 and for the nine months ended September 30, 2023 have been derived from our unaudited interim consolidated financial statements incorporated by reference herein. The summary historical unaudited consolidated financial data for the twelve-month period ended September 30, 2023 has been derived by adding our unaudited financial data for the nine months ended September 30, 2023 to our audited financial data for the year ended December 31, 2022 and subtracting our unaudited financial data for the nine months ended September 30, 2022. The summary of consolidated financial data are qualified in their entirety by reference to, and should be read in conjunction with, our historical consolidated financial statements and related notes included in "*Financial Statements and Supplementary Data*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" included in our 2022 Annual Report, in our Form 10-Q for the quarter ended March 31, 2023, in our Form 10-Q for the quarter ended June 30, 2023 and in our Form 10-Q for the quarter ended September 30, 2023, which are incorporated by reference into this offering memorandum. Historical results are not necessarily indicative of results that may be expected for any future period.

Statements of Operations Data

(Thousands of U.S. dollars, Except Share and Per Share Amounts)	Twelve Months Ended September 30, 2023	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Oil and natural gas sales	US$ 644,650	US$ 482,013	US$548,751	US$ 711,388	US$ 473,722	US$ 237,838
Operating expenses	(185,346)	(139,227)	(116,266)	(162,385)	(135,722)	(114,371)
Transportation expenses	(13,032)	(10,599)	(7,764)	(10,197)	(11,618)	(10,739)
Operating netback(1)	446,272	332,187	424,721	538,806	326,382	112,728
Depletion, depreciation and accretion expenses	214,730	162,949	128,499	180,280	139,874	164,233
Asset impairment	—	—	—	—	—	564,495
Goodwill impairment	—	—	—	—	—	102,581
General & administrative expenses before stock-based compensation	37,050	29,052	23,910	31,908	27,867	24,134
General & administrative stock-based compensation expense	6,421	3,748	6,376	9,049	8,396	1,216
Foreign exchange loss	10,218	8,126	486	2,578	20,477	4,184
Derivative instruments loss	—	—	26,611	26,611	48,838	2,935
Other loss (gain)	1,629	(969)	(2,598)	—	—	—
Financial instruments (gain) loss	(7)	—	—	(7)	3,369	48,047
Interest expense	48,767	38,017	35,743	46,493	54,381	54,140
	318,808	240,923	219,027	296,912	303,202	965,965
Other gain (loss)	2,598	—	—	2,598	(44)	(469)
Interest income	2,129	1,686	—	443	—	345
Income (loss) before income taxes	132,191	92,950	205,694	244,935	23,136	(853,361)
Current income tax expense	81,200	63,706	63,072	80,566	4,479	754
Deferred income tax expense (recovery)	31,714	43,242	36,868	25,340	(23,825)	(76,148)
Income tax expense (recovery)	112,914	106,948	99,940	105,906	(19,346)	(75,394)
Net and comprehensive income (loss)	US$ 19,277	US$ (13,998)	US$105,754	US$ 139,029	US$ 42,482	US$(777,967)

Net income (loss) per share*:						
– basic	0.58	(0.42)	2.88	3.81	1.16	(21.20)
– diluted	0.58	(0.42)	2.84	3.76	1.15	(21.20)

* Reflects our 1-for-10 reverse stock split that became effective on May 5, 2023.

Balance Sheet Data

(Thousands of U.S. dollars)	As at September 30, 2023	As at December 31, 2022	As at December 31, 2021
Cash and cash equivalents	US$ 123,216	US$ 126,873	US$ 26,109
Restricted cash and cash equivalents – current	1,142	1,142	392
Accounts receivable	19,157	10,706	13,185
Taxes receivable – current	126	54	45,506
Other current assets(*)	37,680	29,812	16,609
Oil and gas properties	1,110,507	1,074,895	991,445
Other capital assets	30,448	26,007	4,352
Deferred tax asset – long-term	9,758	22,990	61,494
Tax receivable – long term	46,736	27,796	17,522
Other	7,265	15,335	12,497
Total assets	US$ 1,386,035	US$ 1,335,610	US$ 1,189,111
Accounts payable and accrued liabilities	176,489	167,579	148,694
Current portion of long-term debt	—	—	66,987
Derivatives	—	—	2,976
Credit facility**	49,067	—	—
Taxes payable	46,398	58,978	6,620
Equity compensation award liability	7,794	15,082	2,710
Total current liabilities	US$ 279,748	US$ 241,639	US$ 227,987
Long-term debt	587,444	589,593	587,404
Deferred tax liabilities	35,011	28	—
Asset retirement obligation	70,712	63,358	54,525
Equity compensation award liability	9,525	16,437	13,718
Other long-term liabilities	9,055	6,989	3,397
Total long-term liabilities	US$ 711,747	US$ 676,405	US$ 659,044
Shareholders' equity	US$ 394,540	US$ 417,566	US$ 302,080
Total liabilities and shareholders' equity	US$ 1,386,035	US$ 1,335,610	US$ 1,189,111

* "Other current assets" includes US$25,724 thousand, US$20,192 thousand, and US$14,526 thousand in inventory as at September 30, 2023, December 31, 2022 and December 31, 2021, respectively.

** Reflects the principal amount drawn under the credit facility, adjusted for unamortized debt issuance costs.

Additional Operational Data

(Thousands of U.S. dollars)	Twelve Months Ended September 30, 2023	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Oil and natural gas sales	US$ 644,650	US$482,013	US$ 548,751	US$711,388	US$ 473,722	US$ 237,838
Operating expenses	(185,346)	(139,227)	(116,266)	(162,385)	(135,722)	(114,371)
Transportation expenses	(13,032)	(10,599)	(7,764)	(10,197)	(11,618)	(10,739)
Operating netback(1)	446,272	332,187	424,721	538,806	326,382	112,728
EBITDA(1)	395,688	293,916	369,936	471,708	217,391	(634,988)
Adjusted EBITDA(1)	413,198	306,391	375,075	481,882	240,134	95,395
Funds flow from operations(1)	273,465	192,122	284,681	366,024	186,485	45,213

(1) Operating netback, EBITDA, Adjusted EBITDA, and funds flow from operations are non-GAAP measures and do not have a standardized meaning under GAAP. Refer to "*—Non-GAAP Measures*" below for descriptions of these non-GAAP measures and reconciliations to the most directly comparable measures calculated and presented in accordance with GAAP.

Non-GAAP Measures

Operating netback, EBITDA, Adjusted EBITDA, operating netback, and funds flow from operations are non-GAAP measures which do not have any standardized meaning prescribed under GAAP. Management views these supplemental measures as performance measures. Investors are cautioned that these measures should not be construed as alternatives to net income or loss or other measures of financial performance as determined in accordance with GAAP. Our method of calculating these measures may differ from other companies and, accordingly, may not be comparable to similar measures used by other companies. Each non-GAAP financial measure is presented along with the corresponding GAAP measure so as not to imply that more emphasis should be placed on the non-GAAP measure.

Operating netback, as presented, is defined as oil and natural gas sales less operating and transportation expenses. Management believes that operating netback is a useful supplemental measure for management and investors to analyze financial performance and provides an indication of the results generated by our principal business activities prior to the consideration of other income and expenses. A reconciliation from oil sales to operating netback is provided in the table below:

	Twelve Months Ended September 30,	Nine Months Ended September 30,		Year Ended December 31,		
(in thousands of U.S. dollars)	**2023**	**2023**	**2022**	**2022**	**2021**	**2020**
Oil and natural gas sales	US$ 644,650	US$ 482,013	US$ 548,751	US$ 711,388	US$ 473,722	US$ 237,838
Operating expenses	185,346	139,227	116,266	162,385	135,722	114,371
Transportation expenses	13,032	10,599	7,764	10,197	11,618	10,793
Operating netback	US$ 446,272	US$ 332,187	US$ 424,721	US$ 538,806	US$ 326,382	US$ 112,728

EBITDA, as presented, is defined as net income or loss adjusted for DD&A expenses, interest expense, income tax recovery or expense. Adjusted EBITDA, as presented, is defined as EBITDA adjusted for asset impairment, goodwill impairment, non-cash lease expense, lease payments, foreign exchange loss, stock-based compensation expense, other non-cash gain or loss, unrealized derivative instruments and other financial instruments gains or losses. Management uses these supplemental measures to analyze performance and income generated by our principal business activities prior to the consideration of how non-cash items affect that income or loss, and believes that these financial measures are useful supplemental information for investors to analyze our performance and our financial results. A reconciliation from net income or loss (GAAP) to EBITDA and Adjusted EBITDA is as follows:

	Twelve Months Ended September 30,	Nine Months Ended September 30,		Year Ended December 31,		
(in thousands of U.S. dollars)	**2023**	**2023**	**2022**	**2022**	**2021**	**2020**
Net income (loss)	US$ 19,277	US$ (13,998)	US$ 105,754	US$139,029	US$ 42,482	US$(777,967)
Adjustments to reconcile net income (loss) to EBITDA						
DD&A expenses	214,730	162,949	128,499	180,280	139,874	164,233
Interest expense	48,767	38,017	35,743	46,493	54,381	54,140
Income tax expense (recovery)	112,914	106,948	99,940	105,906	(19,346)	(75,394)
EBITDA	US$ 395,688	US$293,916	US$369,936	US$471,708	US$ 217,391	US$(634,988)
Further adjustments to reconcile to Adjusted EBITDA						
Asset impairment	—	—	—	—	—	564,495
Goodwill impairment	—	—	—	—	—	102,581
Non-cash lease expense	4,297	3,488	2,009	2,818	1,667	1,951
Lease payments	(2,450)	(1,918)	(1,134)	(1,666)	(1,621)	(1,926)
Foreign exchange loss	10,218	8,126	486	2,578	20,477	4,184

(in thousands of U.S. dollars)	Twelve Months Ended September 30, 2023	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Stock-based compensation expense	6,421	3,748	6,376	9,049	8,396	1,216
Other non-cash (gain) loss	(969)	(969)	(2,598)	(2,598)	44	2,026
Unrealized derivative instruments (gain) loss	—	—	—	—	(9,589)	7,809
Other financial instruments (gain) loss	(7)	—	—	(7)	3,369	48,047
Adjusted EBITDA	US$ 413,198	US$306,391	US$375,075	US$481,882	US$ 240,134	US$ 95,395

Funds flow from operations, as presented, is net income or loss adjusted for DD&A expenses, goodwill impairment, asset impairment, deferred income tax expense or recovery, stock-based compensation expense, amortization of debt issuance costs, non-cash lease expense, lease payments, other non-cash loss, cash settlement of derivative instruments, unrealized foreign exchange loss or gain, derivative instruments loss and other financial instruments gains and losses. Management uses this supplemental financial measure to analyze performance and income generated by our principal business activities prior to the consideration of how non-cash items affect that income or loss, and believes that this financial measure is also useful supplemental information for investors to analyze our performance and our financial results. A reconciliation from net income or loss (GAAP) to funds flow from operations is as follows:

(in thousands of U.S. dollars)	Twelve Months Ended September 30, 2023	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Net income (loss)	US$ 19,277	US$ (13,998)	US$ 105,754	US$139,029	US$ 42,482	US$(777,967)
Adjustments to reconcile net income (loss) to funds flow from operations						
DD&A expenses	214,730	162,949	128,499	180,280	139,874	164,233
Goodwill impairment	—	—	—	—	—	102,581
Asset impairment	—	—	—	—	—	564,495
Deferred income tax expense (recovery)	31,714	43,242	36,868	25,340	(23,825)	(76,148)
Stock-based compensation expense	6,421	3,748	6,376	9,049	8,396	1,216
Amortization of debt issuance costs	4,153	3,394	2,769	3,528	3,809	3,625
Non-cash lease expense	4,297	3,488	2,009	2,818	1,667	1,951
Lease payments	(2,450)	(1,918)	(1,134)	(1,666)	(1,621)	(1,926)
Other non-cash (gain) loss	(969)	(969)	(2,598)	(2,598)	44	2,026
Cash settlement of derivative instruments	—	—	(26,611)	(26,611)	(58,427)	4,874
Unrealized foreign exchange (gain) loss	(3,701)	(7,814)	6,138	10,251	21,879	5,271
Derivative instruments loss	—	—	26,611	26,611	48,838	2,935
Other financial instruments (gain) loss	(7)	—	—	(7)	3,369	48,047
Funds flow from operations	US$273,465	US$192,122	US$ 284,681	US$366,024	US$186,485	US$ 45,213

Summary Production and Operating Data

Oil and Gas Production and Sales Volumes, Bopd

Certain information concerning oil and gas production and sales volumes for the years ended December 31, 2022, 2021 and 2020 is set forth in "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Financial Statements and Supplementary Data*" included in our 2022 Annual Report, which information is incorporated by reference herein.

The following table presents oil production (NAR) and oil sales volumes for the years ended December 31, 2022, 2021 and 2020, and for the nine months periods ended September 30, 2023 and 2022:

Average Consolidated Daily Volumes (Bopd)

	Nine Months Ended September 30,		Year Ended December 31,		
	2023	2022	2022	2021	2020
Working Interest Production Before Royalties	33,098	30,123	30,746	26,507	22,624
Royalties	(6,592)	(6,948)	(6,931)	(4,919)	(2,552)
Production NAR	26,506	23,175	23,815	21,588	20,072
(Increase) Decrease in Inventory	(222)	(141)	(119)	10	91
Sales(1)	26,284	23,034	23,696	21,598	20,163

(1) Sales volumes represent production NAR adjusted for inventory changes.

RISK FACTORS

An investment in the Notes involves significant risks. Prior to making a decision about investing in the Notes, and in consultation with your own financial and legal advisors, you should carefully consider, among other matters, the following risk factors, as well as those incorporated by reference in this offering memorandum from our 2022 Annual Report on Form 10-K, under the headings "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other filings we may make from time to time with the SEC.

This offering memorandum also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by us described below and elsewhere in this offering memorandum. See "Cautionary Statement Regarding Forward-Looking Statements."

Risks Relating to the Notes, the Guarantees and the Collateral

The Indenture contains covenants that restrict our ability to engage in certain transactions and may impair our ability to respond to changing business and economic conditions.

The Indenture contains covenants that restrict our ability, and that of our subsidiaries, to engage in certain transactions and may limit our ability to respond to changing business and economic conditions or engage in acts that may be in our long-term best interest. These covenants include limitations on, among other things, the ability to:

- incur additional indebtedness;
- pay dividends or make distributions or repurchase or redeem stock;
- prepay, redeem or repurchase certain indebtedness;
- make loans and investments;
- sell assets;
- incur liens;
- enter into transactions with affiliates;
- enter into agreements restricting the ability of our subsidiaries to pay dividends; and
- consolidate, merge or sell all or substantially all of our assets.

Future indebtedness or other contracts could contain financial or other covenants more restrictive than those contained in the Indenture.

Our ability to comply with these provisions may be affected by general economic conditions, political decisions, regulations, industry conditions and other events beyond our control. As a result, we cannot assure holders of the Notes that we will be able to comply with the covenants in the Indenture. Our failure to comply with such covenants, including failure as a result of events beyond our control, could result in an event of default, which could materially and adversely affect our operating results and financial condition.

If there were an event of default under one of our debt instruments, the holders of the defaulted debt could cause all amounts outstanding with respect to that debt to be due and payable immediately which may cause cross-default to other debt. In the event the holders of Notes or other debt holders accelerate the repayment of our indebtedness, we and our subsidiaries may not have sufficient assets to repay that indebtedness. As a result of these restrictions, we may be:

- limited in how we conduct our business;

- unable to raise additional debt or equity financing to operate; or
- unable to compete effectively or to take advantage of new business opportunities.

These restrictions may affect our ability to grow in accordance with our strategy. In addition, the resulting negative impact on our financial results, our indebtedness and our credit ratings could adversely affect the availability and terms of our financing.

We cannot assure holders of Notes that our assets or cash flow would be sufficient to fully repay our outstanding indebtedness if accelerated upon an event of default, or that we would be able to repay, refinance or restructure the payments on those debt instruments.

We depend on the business of our subsidiaries to satisfy our obligations under the Notes.

Our subsidiaries conduct all of our operations and own all of our consolidated assets and certain of our subsidiaries will, and in the future may, not be Guarantors of the Notes or our other indebtedness. Consequently, our cash flow and our ability to pay our debts, including the Notes, depends on our subsidiaries' earnings and cash flow and their ability to make such cash available to us, by dividend, debt repayment or otherwise. The ability of our subsidiaries to pay dividends or make other payments or advances to us will depend upon not only their operating results, cash flow, financial condition, business and tax considerations, legal and regulatory restrictions, and economic conditions, but also on applicable law and contractual restrictions contained in instruments governing their indebtedness. Unless they are Guarantors of the Notes or our other indebtedness, our subsidiaries do not have any obligation to pay amounts due on the Notes or our other indebtedness or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the Notes. Each subsidiary is a distinct legal entity, and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. In the event that we do not receive distributions from our subsidiaries, we may be unable to make the required principal and interest payments on our indebtedness, including the Notes.

Payments with respect to the Notes and the guarantees are structurally subordinated to liabilities, contingent liabilities and obligations of our non-guarantor subsidiaries.

The Notes will not be guaranteed by certain of our subsidiaries. Creditors, including trade creditors, of non-guarantor subsidiaries and any holders of preferred shares in such entities, if any, would have a claim on the non-guarantor subsidiaries' assets that would be prior to the claims of holders of the Notes. As a result, our payment obligations under the Notes and the Guarantors' obligations under the guarantees will be effectively subordinated to all existing and future obligations of our non-guarantor subsidiaries, including their obligations under guarantees they have issued or will issue in connection with our business operations, and all claims of creditors of our non-guarantor subsidiaries will have priority as to the assets of such entities over our claims and those of our creditors, including holders of the Notes.

As of September 30, 2023, we had approximately US$587.4 million of long-term indebtedness outstanding (net of unamortized debt issuance costs, and including long-term lease obligations), to which the Notes would have been equal in right of payment. In addition, as at September 30, 2023, the credit facility was drawn by US$50 million. We intend to use the net proceeds from this offering to repay the outstanding amounts borrowed under the credit facility (after which the credit facility will be terminated). See "*Use of Proceeds*." As of September 30, 2023, our subsidiaries that are not Guarantors had US$289.6 million of indebtedness and other liabilities (including trade payables, asset retirement obligations and the 2025 Notes recorded in GTEIH, but excluding intercompany obligations and liabilities of a type not required to be reflected on a balance sheet of such subsidiaries in accordance with GAAP) to which the Notes would have been structurally subordinated. In addition, our subsidiaries that are not guarantors under the Notes represented 3% of our consolidated assets as at September 30, 2023, and none of our consolidated net sales for the nine months ended September 30, 2023. As of September 30, 2023, after giving effect to the issuance of the Notes and the use of proceeds therefrom and the completion of the exchange offers in October 2023, our total consolidated indebtedness would have been US$660.5 million (excluding unamortized debt issuance costs, and including long-term lease obligations).

Enforcement of the guarantees across multiple jurisdictions may be difficult.

The Notes will be guaranteed by the Guarantors, which are organized or incorporated under the laws of Switzerland. Such Guarantors may subsequently be redomiciled to another jurisdiction, in accordance with the terms of the Indenture. In the event of a bankruptcy, insolvency or similar event, proceedings could be initiated in any of these jurisdictions. The rights of holders of the Notes under the guarantees will thus be subject to the laws of different jurisdictions, and it may be difficult to enforce such rights in multiple bankruptcy, insolvency and other similar proceedings. Moreover, such multi-jurisdictional proceedings are typically complex and costly for creditors. In addition, the bankruptcy, insolvency, administration and other laws of our jurisdiction of organization and the jurisdiction of organization of the Guarantors may be materially different from, or in conflict with, one another, including creditor's rights, priority of creditors, non-enforcement of such priority rights in bankruptcy proceedings, the ability to obtain post-petition interest and the duration of the insolvency proceeding. The application of these various laws in multiple jurisdictions could trigger disputes over which jurisdictions' law should apply and could adversely affect the ability to realize any recovery under the Notes and the guarantees.

The granting of a guarantee or security interest by a Swiss company will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit its validity and enforceability.

GTECI, GTEC, and GTOC, each of which is incorporated in Switzerland (the "Swiss Guarantors"), guarantee the payment of the Notes, and the Guarantors (including any future guarantors) will provide the holders of the Notes, the Trustee and the Security Agent, as applicable, with a direct claim against each relevant Note Guarantor. The granting of a guarantee, indemnity, security interest or other benefit as well as any other undertaking contained in any agreement having the same or a similar effect, such as, but not limited to, the waiver of set-off or subrogation rights or the subordination of intra-group claims, granted by a Swiss Guarantor for the benefit of such Swiss Guarantor's direct and indirect parent or sister companies (so-called "Upstream/Cross-stream Obligations") are subject to certain restrictions and risk being held invalid or partially invalid under Swiss corporate law.

As a result, the Indenture, the Security Documents and any other relevant document to which a Swiss Guarantor is a party will contain limitations in relation to Upstream/Cross-stream Obligations of such Swiss Guarantor, in order to enable such Swiss Guarantor to grant guarantees and security interests securing liabilities of the Issuer without the risk of violating such restrictions under Swiss law and to protect management from personal liability. Under Swiss law, the ability of a Swiss Guarantor to assume Upstream/Cross-stream Obligations must be within the corporate purposes and interests of such Swiss Guarantor and must not result in a repayment of the share capital, legally protected reserves (*gesetzlich geschützte Reserven*) or other non-permitted distribution of assets to shareholders, board members or other persons close to such Swiss Guarantor.

In light of the foregoing, the Indenture, the Security Documents and any other relevant document to which a Swiss Guarantor is a party will limit the amount of any Upstream/Cross-stream Obligations assumed by a Swiss Guarantor to the amount of such Swiss Guarantor's freely distributable equity at the time of enforcement. Freely distributable equity is equal to the maximum amount that a Swiss Guarantor is permitted to distribute to its shareholders as a dividend payment under Swiss law at such time. Presently, the freely distributable equity capital of a Swiss Guarantor under Swiss law is equal to its balance sheet profits, and any reserves available for distribution (minus, without double counting, any freely disposable equity that has to be blocked for any loans granted by such Swiss Guarantor to a direct or indirect parent company of such Swiss Guarantor or a direct or indirect subsidiary of any parent company pursuant to applicable Swiss corporate law and applicable accounting standards) at the time or times at which payment in relation to Upstream/Cross-stream Obligations is requested. Further, the performance of Upstream/Cross-stream Obligations may require certain prior corporate formalities to be completed, including, but not limited to, obtaining an audit report, shareholders' resolutions and board resolutions.

We have taken the position that the amount of the guarantee by the Swiss Guarantors that should be subtracted from the Swiss Guarantors' reserves available for distribution from any freely disposable equity should be accounted for on a combined basis, pursuant to applicable Swiss corporate law and applicable accounting standards (as opposed to being accounted for on an individual basis).

In addition, the enforcement of a Swiss Guarantor's Upstream/Cross-stream Obligations may give rise to Swiss withholding taxes (of 35% at present rates) to the extent that the payment or enforcement of such Upstream/Cross-stream Obligations are regarded as a deemed dividend distribution. In addition, under Swiss law, an obligation to gross-up, indemnify or otherwise hold harmless the Holders of the Notes for the deduction of Swiss withholding tax may be deemed to be invalid and unenforceable if the operations of the Issuer and the Guarantors, taken as a whole, were substantially managed within Switzerland in the future. Even if the obligations of each Swiss Guarantor to gross-up Holders of the Notes for the deduction of Swiss withholding tax is permitted under Swiss law (which we currently expect to be the case), such obligation will be limited to the amount of the freely distributable equity of each such Swiss Guarantor. As a result, although the Issuer, any other Guarantors and the Swiss Guarantors (solely to the extent not subsequently constrained by such limitations) will remain liable for any deduction of Swiss withholding tax to the extent not paid, Holders of the Notes may not be able to obtain the full benefit of the guarantees by the Swiss Guarantors.

The considerations described above will be subject to a number of important qualifications and exceptions described in "*Description of the Notes—The Notes, the Guarantees and the Indenture*."

These laws and defenses generally include those that relate to corporate purpose or benefit, fraudulent conveyance or transfer, transfer at undervalue, avoidable preference, insolvency or bankruptcy challenges, financial assistance, preservation of share capital, thin capitalization, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally. The Issuer or its creditors or the creditors of one or more Guarantors could challenge the issuances of any of the Notes or the guarantees and any related security as fraudulent transfers, conveyances or preferences, transfers at under value or on other grounds under applicable law. If one or more of these laws and defenses are applicable, a Guarantor may have no liability or decreased liability under its guarantee depending on the amounts of its other obligations and applicable law. Limitations on the enforceability of judgments obtained in New York courts in such jurisdictions could also limit the enforceability of any guarantee against any Guarantor.

The granting of a guarantee or security interest by a Swiss company may be challenged under Swiss law in certain circumstances.

The Guarantors, i.e. GTECI, GTEC, and GTOC, are incorporated in Switzerland. Under DEBA, there are certain circumstances in which the granting by a Swiss company of a guarantee or security interest may be challenged. In particular, and without limiting the foregoing:

- pursuant to article 286 of the DEBA, transactions (i) in which a company accepted and agreed on a consideration which is found to be disproportionate to its own obligation or (ii) which are found to qualify as a gift (*Schenkung*), i.e., not to have any ascertainable consideration at all, may be voided if a seizure of assets (*Pfändung*) or the opening of bankruptcy proceedings (*Konkurseröffnung*) occurs within one year after the date such transaction was entered into;

- pursuant to article 287 of the DEBA, transactions by virtue of which the company (i) grants collateral for a pre-existing obligation which it was not obliged to secure prior to the entering into of such transaction, (ii) settles a counterparty's receivable by other means than cash payment or other customary means of payment such as wire transfer, or (iii) pays an undue debt, may be voided if (A) the company was overindebted (*überschuldet*) at the time of the transaction and (B) a seizure of assets (*Pfändung*) or the opening of bankruptcy proceedings (*Konkurseröffnung*) occurs within one year after the date such transaction was entered into; and

- pursuant to article 288 of the DEBA, transactions entered into by the company with the intention (i) to put its creditors at a disadvantage or (ii) to favor certain creditors over others of its creditors may be voided to the extent (A) such intention was or should have been apparent to the counterparty at the time of the entering into such transaction and (B) a seizure of assets (*Pfändung*) or the opening of bankruptcy proceedings (*Konkurseröffnung*) occurs within five years after such transaction was entered into.

Accordingly, the Guarantees and the security interest over the Collateral, each as provided by the relevant Guarantor, may be subject to challenge under Swiss law in certain circumstances.

The location of our assets and directors and officers may impact the enforceability of claims against us.

Substantially all of our assets are located outside of Canada and the United States and are held indirectly through foreign affiliates, and the majority of our directors and officers are residents of Canada. As a result, for purchasers in the United States, it may be difficult, if not impossible, to enforce judgments granted by a court in the United States against our assets or of our subsidiaries which are located outside the United States or our directors and officers residing outside of the United States. For purchasers in Canada, it may be difficult, if not impossible, to enforce judgments obtained in Canadian courts predicated upon the civil liability provisions of the securities laws of certain provinces against our assets or of our subsidiaries which are located outside Canada.

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our debt.

Our ability to make scheduled payments of the principal of, to pay interest on, or to refinance, our indebtedness, including the Notes, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures. In addition, we may elect to expand to new geographic regions in which we have limited or no experience, which may subject us to additional operational, political, environmental and other risks that we do not currently face.

If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations.

We have not registered the Notes or qualified them pursuant to a prospectus, which will limit your ability to resell them.

The Notes have not been, and will not be, registered under the Securities Act or any state securities laws. Unless the Notes have been registered, the Notes may not be transferred or resold except in a transaction exempt from or not subject to the registration requirements of the Securities Act and applicable state securities laws. We do not intend to file a registration statement for the resale of the Notes. The Notes will, at all times, bear a restrictive legend, provided that the restrictive legend on the Notes sold pursuant to Regulation S will be removed 40 days after the issue date. See "*Transfer Restrictions*."

Similarly, any resale of the Notes in Canada must be made in accordance with the transfer restrictions contained in this offering memorandum and under applicable securities laws which will vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority.

Purchasers are advised to seek legal advice before reselling Notes. See "*Transfer Restrictions*."

We are not providing all of the information that would be required if this offering was being registered with the SEC.

This offering memorandum does not include all of the information that would be required if we were registering the offering with the SEC. In particular, this offering memorandum does not contain certain executive compensation information or the guarantor/non-guarantor footnote that would be required under Rule 3-10 of Regulation S-X. We urge you to consider this factor in connection with your evaluation of your participation in the offering and investment in the Notes.

Despite our current debt levels, we may still incur substantially more debt, including secured debt, or take other actions which would intensify the risks discussed above.

Despite our current consolidated debt levels, we and our subsidiaries may be able to incur substantial additional debt in the future, subject to the restrictions contained in our debt instruments, some of which may be secured debt.

In addition, as at September 30, 2023, the credit facility was drawn by US$50 million. We intend to use the net proceeds from this offering to repay the outstanding amounts borrowed under the credit facility (after which the credit facility will be terminated). See "*Use of Proceeds*." As of September 30, 2023, after giving effect to the issuance of the Notes and the use of proceeds therefrom and the completion of the exchange offers in October 2023, our total consolidated indebtedness would have been US$660.5 million (excluding unamortized debt issuance costs, and including long-term lease obligations). We are not restricted under the terms of the Indenture from incurring additional debt, securing existing or future debt, recapitalizing our debt or taking a number of other actions, except as prohibited by the covenants included in such documents, which are subject to numerous exceptions and therefore could have the effect of diminishing our ability to make payments on the Notes when due. In addition, because the principal on the Notes is payable in installments in 2026, 2027, 2028 and 2029, we will be required to repay significant portions of the principal amount of Notes before the final maturity date.

Subject to the limitations contained in the Indenture, we are permitted to incur additional secured indebtedness. Certain permitted indebtedness (such as the issuance of additional notes) may rank equally in right of payment with the Notes. Therefore, the holders of the Notes will receive distributions from any foreclosure proceeds of our assets constituting Collateral for the Notes on a *pro rata* basis with certain other existing and future senior secured creditors. In addition, we may incur additional secured indebtedness that is secured by non-Collateral.

As a result of our holding company structure, claims of creditors of our subsidiaries will generally have priority as to the assets of our subsidiaries over our claims and over claims of the holders of our indebtedness, including the Notes. Creditors of our non-Guarantor subsidiaries have direct claims on the subsidiaries and their assets and the claims of holders of the Notes are structurally subordinated to any existing and future liabilities of our non-Guarantor subsidiaries, as well as indebtedness that is secured by non-Collateral, and such creditors have priority in their claims on the assets of those subsidiaries over our creditors, including the holders of the Notes.

All of our other consolidated liabilities, other than the Notes and 2027 Notes, are obligations of certain of our subsidiaries and are effectively senior to the Notes. As a result, upon any distribution to the creditors of any subsidiary in bankruptcy, liquidation, reorganization or similar proceedings, or following acceleration of our indebtedness or an event of default under such indebtedness, the lenders of the indebtedness of our subsidiaries will be entitled to be repaid in full from the proceeds of the assets securing such indebtedness, before any payment is made to holders of the Notes from such proceeds.

In addition, the Indenture allows us to issue additional notes under certain circumstances which will share in the Collateral that secure the Original Notes and will secure the New Notes. The issuance of such additional notes may reduce the benefits of the Collateral to holders of Notes and the ability of such holders of Notes to control certain actions taken with respect to the Collateral. Furthermore, if new indebtedness or other liabilities are added to the Issuer's debt levels, the related risks that the Issuer now has could intensify. Moreover, under the terms of the Indenture, we are able to incur certain production payment obligations in respect of our oil reserves, which will generally not be subject to the covenants restricting our ability to dispose of assets, incur debt or make restricted payments. We may also acquire other businesses or assets, and any such acquisitions may not be successful and may divert management attention and harm the performance of our business, which could in turn adversely impact our ability to service our debt.

If we incur additional senior indebtedness, the holders of that debt will be entitled to share ratably with the holders of the Notes in any proceeds distributed in connection with any bankruptcy, liquidation, reorganization or similar proceedings (subject to holders of the Notes and *pari passu* secured indebtedness having priority with respect to the Collateral). This may have the effect of reducing the amount of proceeds paid to holders of the Notes.

Any issues related to the creation or perfection of a security in the Collateral may make it difficult to enforce your security interest on the Collateral securing the Notes.

The security interest held by the Security Agent in respect of the Notes is subject to risks generally associated with the realization of security interests in Collateral under applicable law. For example, risks related to the creation or perfection of the security interest on the Collateral may arise, and we cannot assure that all parties will have taken all actions necessary to create properly perfected security interests, which may result in the loss of priority of the security interest in favor of holders of the Notes to which they would otherwise have been entitled or otherwise limit or restrict the holders of the Notes ability to foreclose (meaning the assumption by the Security Agent of beneficial ownership of the secured property and the extinction of the security provider's equity of redemption therein, being their equitable right on full repayment of the secured debt to recover the assets which are subject to the mortgage or charge or any excess proceeds of a sale). In the event of a failure to create and perfect liens on the Collateral, the Notes will not be secured by such assets, and the holders of the Notes will not be entitled to the proceeds from the sale of all or any of the proposed Collateral or any other remedies in connection therewith.

There may be limitations on foreclosure or enforcement of rights in the Collateral and the value of the Collateral may not be sufficient to satisfy the obligations under the Notes.

The creation and perfection of the security interest by the Security Agent in respect of the Collateral is governed by the laws of Switzerland. The laws relating to the creation and perfection of security interests in Switzerland differ from those in the United States and may be subject to restrictions and limitations, including, in certain specified circumstances, the non-enforcement of creditors' priority in bankruptcy proceedings and the effects of fraudulent conveyance and similar laws. These restrictions and limitations may have the effect of preventing, limiting and/or delaying the foreclosure and subsequent disposition of the Collateral, and may materially impair the claims of holders of the Notes. Any such delay in having an enforceable claim could also diminish the value of the interest of the holders of the Notes in the Collateral due, among other things, to the existence of other potential creditors and claimants.

The right and ability of the Security Agent to realize or foreclose as a formal process upon the equity of GTEC and GTOC upon the occurrence of an event of default is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy proceeding were to be commenced by or against us or a subsidiary of ours prior to the Security Agent having enforced upon and sold the equity.

In addition, none of our subsidiaries is publicly traded. There can be no assurance of the Security Agent's ability to liquidate in an orderly manner our equity interests in our directly held subsidiaries following its exercise of remedies with respect to the equity. The value of the Collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers for the Collateral. The amount of proceeds that ultimately would be distributed in respect of the Notes upon any enforcement action or otherwise may not be sufficient to satisfy the Issuer's obligations under the Notes.

We may not have the ability to raise the funds necessary to finance the offer required by the Indenture on a change of control.

Upon the occurrence of certain events constituting a change of control under the Indenture, we will be required to offer to repurchase all outstanding Notes at a change of control repurchase price equal to 101% of the principal amount of the Notes to be repurchased, *plus* accrued and unpaid interest, if any. However, it is possible that we will not have sufficient funds at the time of the change of control event to make the required repurchase of the Notes or that restrictions under our current or future indebtedness or contracts will not allow such repurchases.

Our ability to repurchase the Notes pursuant to a change of control offer may be limited by a number of factors. The occurrence of the events constituting a change of control under the Indenture may result in an event of default in respect of our and our subsidiaries' other current or future indebtedness and, consequently, the lenders thereof may have the right to require repayment of such indebtedness in full. The source of funds for any purchase of the Notes would be our available cash or cash generated from our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. Moreover, the exercise by holders of Notes of their right to require us to repurchase the Notes upon a change of control could cause a default under these other agreements, even if the change of control itself does not, due to the financial effect of such repurchases on us. Our failure to repurchase the Notes would be an event of default under the Indenture. See "*Description of the Notes—Repurchases at the Option of the Holders of the Notes Upon a Change of Control*."

In the event a change of control offer is required to be made at a time when we are prohibited from purchasing the Notes, we could attempt to refinance the borrowings that contain such prohibitions. If we do not obtain a consent or repay those borrowings, we will remain prohibited from purchasing the Notes. In that case, our failure to purchase tendered Notes would constitute an event of default under the Indenture which could, in turn, constitute a default under our other indebtedness. Finally, our ability to pay cash to the holders of the Notes upon a repurchase may be limited by our then existing financial resources. In order to avoid the obligations to repurchase the Notes, we may have to avoid certain change of control transactions that would otherwise be beneficial to us.

In addition, certain important corporate events, such as leveraged recapitalizations, may not, under the Indenture, constitute a "change of control" that would require us to repurchase the Notes, even though those corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the Notes. See "*Description of the Notes—Repurchases at the Option of the Holders of the Notes Upon a Change of Control.*"

Holders of the Notes may not be able to determine when a change of control giving rise to their right to have the Notes repurchased has occurred following a sale of "substantially all" of our assets.

One of the circumstances under which a change of control may occur is upon the sale or disposition of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law, and the interpretation of that phrase will likely depend upon particular facts and circumstances. Accordingly, the ability of a holder of the Notes to require us to repurchase its Notes as a result of a sale of less than all our assets to another person may be uncertain.

We cannot assure you that an active trading market will be maintained for the Notes.

The Original Notes are listed, and approval in-principle has been received for the listing and quotation of the New Notes, on the SGX-ST. Approval in-principle from, admission to the Official List of, and listing and quotation of the Notes on, the SGX-ST are not to be taken as an indication of the merits of the offering, the Issuer, the Guarantors or any of their subsidiaries. Even though Gran Tierra has US$487,590,000 aggregate principal amount of the Original Notes outstanding, we cannot provide you with any assurances regarding the future development or maintenance of a market for the New Notes, the ability of holders of the Notes to sell their Notes, or the price at which such holders may be able to sell their Notes. The initial purchasers have advised us that they currently intend to make a market in the Notes after the offering is completed. However, the initial purchasers are not obligated to do so, and if the initial purchasers do make or maintain a market, they may cease their market-making with respect to the Notes at any time without notice. In addition, the liquidity of the trading market in the Notes, and the market price quoted for the Notes, may be adversely affected by changes in the overall market for this type of security and by changes in our financial performance or prospects or in the prospects for companies in our industry generally. As a result, we cannot assure you that an active trading market will develop for the Notes. If an active trading market does not develop or is not maintained, the market price and liquidity of the Notes may be adversely affected. In that case you may not be able to sell your Notes at a particular time or you may not be able to sell your Notes at a favorable price.

If an active trading market were to be maintained, future trading prices of the Notes may be volatile and will depend on many factors, including among other things, the number of holders of Notes, prevailing interest rates, Gran Tierra's operating performance and financial condition, the interest of securities dealers in making a market for the Notes and the market for similar securities. Further even if an active trading market were to be maintained, there is no guarantee that it will continue. The market, if any, for the Notes may experience disruptions, and many such disruptions may adversely affect the liquidity in that market or the prices at which purchasers may sell their Notes.

An adverse change in the rating of the Notes could cause their trading price to fall.

Credit rating agencies continually review their ratings for the companies that they follow, including us. The credit rating agencies also evaluate the industries in which we operate as a whole and may change their credit rating for us based on their overall view of such industries. A negative change in our rating could have an adverse effect on the price of the Notes or make it more difficult or more expensive for us to obtain additional debt financing. If a rating service that rates the Notes were to lower its rating on the Notes below the rating it initially assigns to them, or were to announce its intention to put the Notes on credit watch, the trading price of the Notes could decline.

Credit ratings may not reflect all risks of an investment in the Notes and may change.

Credit ratings are not recommendations to purchase, hold or sell the Notes. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the Notes. Real or anticipated changes in the credit ratings will generally affect the market value of the Notes. We are under no obligation to maintain any credit rating with credit rating agencies and there is no assurance that any credit rating assigned to the Notes will remain in effect for any given period of time or that any rating will not be lowered or withdrawn entirely by the relevant rating agency. A lowering, withdrawal or failure to maintain any credit ratings applied to the Notes may have an adverse effect on the market price or value and the liquidity of the Notes and you may not be able to resell your Notes without a substantial discount. In addition, any future lowering of our ratings likely would make it more difficult or more expensive for us to obtain additional debt financing.

Market value of the Notes will fluctuate as prevailing interest rates change.

Prevailing interest rates will affect the market value of the Notes, as they carry a fixed interest rate. Assuming all other factors remain unchanged, the market value of the Notes will decline as prevailing interest rates for comparable debt instruments rise, and increase as prevailing interest rates for comparable debt instruments decline.

The New Notes will be treated as issued with original issue discount for U.S. federal income tax purposes.

We intend to treat the Notes as issued pursuant to a "qualified reopening" of the Original Notes. Under this treatment, all of the Notes will be deemed to have the same issue date, the same issue price and (with respect to holders) the same adjusted issue price as the Original Notes for U.S. federal income tax purposes, and therefore will be treated as issued with the same amount of remaining original issue discount ("OID") as the Original Notes regardless of the price you pay in this offering. Because the issue price of the New Notes is less than their stated principal amount by more than a specified *de minimis* amount, the New Notes will be treated as issued with OID in an amount equal to such difference and U.S. Holders (as defined below) must generally include OID in their gross income (as ordinary income) as it accrues (on a constant yield to maturity basis) over the term of the Notes without regard to their regular method of accounting for U.S. federal income tax purposes and in advance of the receipt of cash payments attributable to that income. See "*Certain Tax Considerations—Certain U.S. Federal Income Tax Considerations—U.S. Holders—Original Issue Discount.*"

The Guarantors may be released upon the occurrence of certain events.

A Guarantor will be released from its guarantee upon the occurrence of certain events, including the following:

- the designation of such Guarantor as an Unrestricted Subsidiary (as defined in the Indenture); or
- the sale or other disposition of all or substantially all of the assets of such Guarantor (including by way of amalgamation, consolidation or merger) if such Guarantor does not survive such sale, or the sale or issuance of a majority of the shares of such Guarantor to a third-party.

If any such guarantee is released, no holder of the Notes will have a claim as a creditor against any such former Guarantor and the indebtedness and other liabilities, including trade payables and preferred stock, if any, whether secured or unsecured, of such former Guarantor will be effectively senior to the claim of any holders of the Notes. See "*Description of the Notes.*"

Applicable statutes may allow courts, under specific circumstances, to void the guarantees.

Our creditors or creditors of the Guarantors could challenge the guarantees as fraudulent transfers, conveyances or preferences. The entering into of the guarantees could be found to be a fraudulent transfer, conveyance or preference transfer at undervalue or otherwise void, or the court could make an order requiring the repayment of funds received if a court was to determine that, among other things:

- the guarantee was given or payment made with the intent to harm, hinder, delay or defraud the existing or future creditors of the Guarantors, or to favor certain creditors to the detriment of others;
- the guarantee was delivered for free or such Guarantor did not receive fair consideration for the delivery of the guarantee; or
- such Guarantor was insolvent at the time it delivered the guarantee or was rendered insolvent by the giving of the guarantee.

We cannot predict: (i) what standard a court would apply in order to determine whether a Guarantor was insolvent as of the date it issued the guarantee, or whether, regardless of the method of valuation, a court would determine that such Guarantor was insolvent on that date; or (ii) whether a court would determine that the payments under the guarantee constituted fraudulent transfers or conveyances on other grounds. See "*—The granting of a guarantee or security interest by a Swiss company will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit its validity and enforceability.*"

To the extent a court voids a guarantee as a fraudulent transfer, preference or conveyance or transfer at undervalue, or holds it unenforceable for any other reason, the Trustee with respect to the Notes and the holders of the Notes would cease to have any direct claim against such Guarantor. If a court were to take this action, such Guarantor's assets would be applied first to satisfy such Guarantor's liabilities, including trade payables and preferred stock claims, if any, before any portion of its assets could be distributed to us to be applied to the payment of the Notes. If a court were to conclude that any of the guarantees should be subordinated for equitable reasons to claims of other creditors of a given Guarantor, then those other creditors must be satisfied before any portion of the assets of that Guarantor would be available to satisfy the guarantee. We cannot assure you that a Guarantor's remaining assets would be sufficient to satisfy the claims of the holders of the Notes relating to any voided portions or subordinated portions of the guarantees.

In addition, the corporate statutes or other instruments governing the Guarantors may also have provisions that serve to protect each Guarantor's creditors from impairment of its capital from financial assistance given to its affiliates where there are reasonable grounds to believe that, as a consequence of this financial assistance, the Guarantors could be rendered insolvent or the book value, or in some cases the realizable value, of their assets would be less than the sum of its liabilities and its issued and paid-up share capital. While the applicable corporate laws may not prohibit financial assistance transactions and a corporation is generally permitted flexibility in its financial dealings, the applicable corporate laws may place restrictions on each Guarantor's ability to give financial assistance in certain circumstances.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

We have broad discretion in the use of the net proceeds from our issuance and sale of the New Notes in this offering and may not use them effectively. We intend to use the net proceeds from this offering to repay the outstanding amounts borrowed under the credit facility (after which the credit facility will be terminated), and any remaining net proceeds from this offering for general corporate purposes, which may include additional capital to appraise and develop exploration discoveries, repayment of other indebtedness, working capital and/or acquisitions. Our management will have broad discretion in the application of the net proceeds from this offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of the Notes. We may not realize the benefits of any acquisitions financed with the proceeds of this offering. The failure by our management to apply these funds effectively could result in financial losses, and these financial losses could have a material adverse effect on our business and cause the value of the Notes to decline. Pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

We may not meet our production, capital expense or financial guidance.

From time to time, including in connection with this offering, we have provided and may provide guidance regarding certain future production estimates, our capital expenditure program, expected oil and gas sales, future cash flow and expected future net cash provided by operating activities (such as transportation & quality discount, royalties, operating costs, transportation costs (pipeline), operating netback, general and administrative costs, interest and financing costs and taxes), which reflects several material factors and expectations and assumptions. Such expectations and assumptions include, without limitation, the accuracy of testing and production results and seismic data, pricing and cost estimates (including with respect to commodity pricing and exchange rates), rig availability, the risk profile of planned exploration activities, the effects of drilling down-dip, the effects of waterflood and multi-stage fracture stimulation operations, the extent and effect of delivery disruptions, and the general continuance of current or, where applicable, assumed operational, regulatory and industry conditions including in areas of potential expansion, and our ability to execute our current business and operational plans in the manner currently planned. Some of these assumptions and factors are beyond our control. We believe the material factors, expectations and assumptions reflected in such guidance is reasonable at this time but no assurance can be given that these factors, expectations and assumptions will prove to be correct and we will meet the guidance provided in this offering memorandum or any document incorporated by reference herein. Actual results may differ materially from our guidance.

USE OF PROCEEDS

We expect to receive net proceeds from this offering of approximately US$88.3 million (including accrued interest from October 20, 2023), after deducting initial purchasers' discounts and commissions and estimated offering expenses. We intend to use the net proceeds from this offering to repay the outstanding amounts borrowed under the credit facility (after which the credit facility will be terminated), and any remaining net proceeds from this offering for general corporate purposes, which may include additional capital to appraise and develop exploration discoveries, repayment of other indebtedness, working capital and/or acquisitions. A portion of the proceeds from the sale of the New Notes may be invested in short-term deposits or securities, including with affiliates of the initial purchasers.

As of September 30, 2023, we had US$50 million of borrowings outstanding under the credit facility. Such borrowings were used for general corporate purposes, including capital and operating expenditures, and working capital.

CAPITALIZATION

The following table sets forth Gran Tierra's consolidated cash and cash equivalents and capitalization as of September 30, 2023: (i) on an actual basis; (ii) as adjusted to give effect to the issuance of the Original Notes in exchange for (a) an amount of the outstanding 6.250% Senior Notes due 2025 issued by Gran Tierra Energy International Holdings Ltd. ("GTEIH") on February 15, 2018 (the "2025 Notes"), and (b) an amount of Gran Tierra's outstanding 7.750% Senior Notes due 2027 (the "2027 Notes"); and (iii) as further adjusted to give effect to the issuance and sale of the New Notes and the anticipated use of the net proceeds therefrom to repay all borrowings outstanding under the credit facility (after which the credit facility will be terminated) and the balance held in cash for general corporate purposes, after deducting initial purchasers' discounts and commissions and estimated fees and offering expenses.

You should read this table in conjunction with "*Summary of Consolidated Financial Data*" and our financial statements and the related notes thereto incorporated by reference into this offering memorandum.

	As of September 30, 2023		
(Thousands of U.S. dollars, except share amounts)	**Actual**	**As Adjusted[1]**	**As Further Adjusted[2]**
Cash and cash equivalents	US$ 123,216	US$ 123,216	US$ 158,754
Long-term debt:			
Credit facility[3]	50,000	50,000	—
6.250% Senior Notes due 2025	271,909	24,828	24,828
7.750% Senior Notes due 2027	300,000	24,201	24,201
9.500% Senior Secured Amortizing Notes due 2029	—	487,590	587,590
Long-term lease obligation	23,869	23,869	23,869
Total long-term debt	US$ 645,778	US$ 610,488	US$ 660,488
Shareholders' equity:			
Common stock (33,288,305 issued and 33,288,305 outstanding shares of common stock, par value US$0.001 per share, issued and outstanding as at September 30, 2023)	10,237	10,237	10,237
Additional paid-in capital	1,255,044	1,255,044	1,255,044
Deficit	(870,741)	(870,741)	(870,741)
Total shareholders' equity	394,540	394,540	394,540
Total capitalization	US$ 1,040,318	US$ 1,005,028	US$ 1,055,028

(1) As Adjusted reflects (i) the net proceeds from the offering of the Original Notes, and (ii) the reduction in long-term debt after the completion of the Exchange Offer.

(2) As Further Adjusted reflects the New Notes at their principal amount and the anticipated use of the net proceeds therefrom to repay all borrowings outstanding under the credit facility (after which the credit facility will be terminated) and the balance held in cash for general corporate purposes (excluding accrued interest from October 20, 2023 and after deducting initial purchasers' discounts and commissions and estimated offering expenses). The GAAP accounting presentation for the New Notes may differ.

(3) Reflects the principal amount drawn under the credit facility, not adjusted for unamortized debt issuance costs.

DESCRIPTION OF THE NOTES

For purposes of this Description of the Notes, the term "Issuer" refers only to Gran Tierra Energy Inc. and not its consolidated subsidiaries, the term "New Notes" refers to the 9.500% Senior Secured Notes due 2029 being offered hereby, the term "Original Notes" refers to the US$487,590,000 aggregate principal amount of 9.500% Senior Secured Notes due 2029 issued on October 20, 2023 and the term "Notes" refers to, collectively, the New Notes and the Original Notes. Certain additional terms used in this description are defined below under "—Certain Defined Terms."

The Issuer will issue US$100,000,000 aggregate principal amount of New Notes under the indenture (the "Indenture"), between the Issuer, the Note Guarantors and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and security agent (the "Security Agent"), dated as of October 20, 2023. There are currently US$487,590,000 aggregate principal amount of Original Notes. "Closing Date" and "date of the Indenture" refer to October 20, 2023, the date of the issuance of the Original Notes. The terms of the Notes include those set forth in the Indenture. The Indenture is not required to be nor is it qualified under the Trust Indenture Act of 1939, as amended.

The following describes the material terms of the Indenture, the Notes and the Note Guarantees. It does not, however, restate the Indenture in its entirety, and where reference is made to particular provisions of the Indenture, such provisions are qualified in their entirety by reference to the provisions of the Indenture, the Notes and the Note Guarantees. You should read the Indenture because it contains additional information and because it and not this Description of the Notes defines your rights as a Holder of the Notes. The Holders will be entitled to the benefits of, be bound by and be deemed to have notice of all the provisions of the Indenture. Copies of the Indenture may be obtained by requesting them from the Issuer. The Original Notes are listed, and approval in-principle has been received for the listing and quotation of the New Notes, on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this offering memorandum. Approval in-principle from, admission to the Official List of, and listing and quotation of the New Notes on, the SGX-ST are not to be taken as an indication of the merits of the offering, the Notes, the Issuer, the Guarantors or any of their subsidiaries.

The Notes, the Note Guarantees and the Indenture

The US$100,000,000 aggregate principal amount of New Notes being offered hereby constitute a further issuance of the US$487,590,000 aggregate principal amount of the Original Notes that the Issuer issued on October 20, 2023 and will form a single series of debt securities with the Original Notes for all purposes under the Indenture. The New Notes will be issued in an aggregate principal amount of US$100,000,000 and, following the issuance of the New Notes, together with the Original Notes, US$587,590,000 aggregate principal amount of all Notes of this series will be outstanding as of the issue date of the New Notes. The terms and provisions of the New Notes are the same as the Original Notes, except for the issue date and the issue price.

Upon settlement, the New Notes that are sold pursuant to Rule 144A are expected to trade under the same CUSIP number as the Original Notes held in the existing Rule 144A Global Note. The New Notes that are sold pursuant to Regulation S will have a different CUSIP number than the Original Notes held in the existing Regulation S Global Note until 40 days after the issue date of the New Notes, but as promptly as practicable thereafter, the Issuer intends to cause the New Notes that are issued pursuant to Regulation S to be consolidated with, and share the same CUSIP number as, the Original Notes that were issued pursuant to Regulation S. Accordingly, the Issuer expects the New Notes to be fungible with the Original Notes for U.S. federal income tax purposes.

The Notes will represent the right of the applicable Holder to receive (1) payments of interest on such Note, (2) any Additional Amounts (as defined in "—*Additional Amounts*") and (3) principal. The Notes will bear interest at an annual rate of 9.500% on the outstanding principal amount, payable semi-annually in arrears on each April 15 and October 15 of each year (each a "*Payment Date*"), commencing on April 15, 2024. Interest on the Notes will accrue from and including the most recent date to which interest has been paid or, if no interest has been paid, from the original date of issuance of the Original Notes.

All amounts due in respect of principal, interest or Additional Amounts will be payable in U.S. dollars.

For purposes of all payments of interest, principal or Additional Amounts contemplated herein:

Interest on the Notes will be payable to the Persons who are registered Holders at the close of business on the first day immediately preceding the applicable interest Payment Date. Interest will be computed based on a 360-day year consisting of twelve 30-day months. The principal amount of the Notes will amortize over four installments, equal to (i) 25.0% of the original principal amount of the Notes on October 15, 2026, (ii) 5.0% of the original principal amount of the Notes on October 15, 2027, (iii) 30.0% of the original principal amount of the Notes on October 15, 2028, and (iv) the remaining principal amount of the Notes on October 15, 2029, subject to adjustment in case of issuance of Additional Notes, partial redemption or repurchase. The final payment of principal, interest or Additional Amounts (if any) is expected to be made on the Notes on the Maturity Date. The Notes will not be redeemable prior to the Maturity Date except as otherwise provided herein.

The New Notes will, together with the Original Notes:

- be senior obligations of the Issuer,
- be unconditionally guaranteed on a senior basis by each of the Note Guarantors (subject to certain limitations as further described herein),
- be secured by Liens on the Collateral, subject to the terms of the Security Documents,
- rank equal in right of payment with all other existing and future Senior Indebtedness of the Issuer, including the Senior Notes due 2027 and its guarantee of the Senior Notes due 2025, and the Note Guarantees will rank equal in right of payment with all other existing and future Senior Indebtedness of the Note Guarantors, including the guarantees of the Senior Notes due 2025 and the Senior Notes due 2027,
- rank equal with all existing and future Indebtedness secured only by Liens on the Collateral that are *pari passu* with the Liens securing the Notes,
- rank senior in right of payment to all existing and future Subordinated Obligations of the Issuer,
- be effectively senior to all other existing and future Senior Indebtedness of the Issuer that is unsecured, including the Senior Notes due 2025 and the Senior Notes due 2027, or that is secured by junior Liens on the Collateral or Liens that are not Collateral, in each case to the extent of the value of the Collateral, and
- be effectively subordinated to (i) the extent of the value of the collateral securing (x) all existing and future secured Indebtedness of the Issuer to the extent such security interest does not also secure the Notes and (y) all existing and future secured Indebtedness of the Note Guarantors to the extent such security interest does not also secure the Note Guarantees and (ii) all additional existing and future Indebtedness of the Issuer's Subsidiaries (other than to the extent of the Note Guarantees, and including the obligations of Gran Tierra Energy International Holdings Ltd. under the Senior Notes due 2025).

We intend to use the net proceeds from this offering to repay the outstanding amounts borrowed under the Credit Agreement (after which the Credit Agreement will be terminated). See "*Use of Proceeds*."

The Note Guarantors shall initially be, collectively, Gran Tierra Energy CI GmbH, a limited liability company organized under the laws of Switzerland, Gran Tierra Operations Colombia GmbH, a limited liability company organized under the laws of Switzerland, and Gran Tierra Energy Colombia GmbH, a limited liability company organized under the laws of Switzerland. Each Note Guarantor will unconditionally Guarantee the performance of all obligations of the Issuer under the Indenture and the Notes on a senior basis (subject to certain limitations as further described herein) and secured by a Lien on the Collateral. In the event of a bankruptcy, liquidation or reorganization of the Issuer's Subsidiaries that are not the Note Guarantors, such Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to the Issuer. In addition, holders of minority equity interests in Subsidiaries may receive distributions prior to or *pro rata* with the Issuer or the Note Guarantors depending on the terms of the equity interests in such Subsidiaries.

The Issuer's Subsidiaries that are not Note Guarantors represented 3% of the Issuer's consolidated assets as at September 30, 2023, and none of the Issuer's consolidated net sales for the twelve months ended September 30, 2023.

The Note Guarantee of each Note Guarantor will be a general senior secured obligation of such Note Guarantor, will be *pari passu* in right of payment with all existing and future Indebtedness of such Note Guarantor that is not subordinated, will be senior in right of payment to any future subordinated Indebtedness of such Note Guarantor, will be effectively senior to all other existing and future Indebtedness of such Note Guarantor that is unsecured or that is secured by junior Liens, in each case to the extent of the value of the Collateral, and will be effectively subordinated to all existing and future secured Indebtedness of such Note Guarantor to the extent of such security interest that does not also secure such Note Guarantee of such Note Guarantor.

The Note Guarantee of a Note Guarantor will automatically and unconditionally be released without the need for any action by any party:

(1) in connection with any sale or other disposition of Capital Stock of a Note Guarantor (including by way of consolidation or merger or otherwise) or other disposition of all or substantially all of the properties or assets of that Note Guarantor to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Issuer or the Issuer, if the sale of such Capital Stock of that Note Guarantor is otherwise permitted by the Indenture;

(2) in connection with the merger, transfer of all or substantially all assets or consolidation of a Guarantor with the Issuer or, in the case of any Note Guarantor, any other Note Guarantor;

(3) in the event that such Note Guarantor, together with all other Subsidiaries of the Issuer that are not Note Guarantors, after giving effect to the release of its Note Guarantee, does not, (i) Guarantee any Indebtedness of the Issuer or any other Restricted Subsidiary in an aggregate amount in excess of US$150 million outstanding at any one time (unless such Indebtedness is fully repaid within ten Business Days of its Incurrence) or (ii) Incur Indebtedness in excess of US$150 million outstanding at any one time (unless such Indebtedness is fully repaid within ten Business Days of its Incurrence);

(4) if the Issuer properly designates any Restricted Subsidiary that is a Note Guarantor as an Unrestricted Subsidiary under the Indenture;

(5) upon the Legal Defeasance or Covenant Defeasance or satisfaction and discharge of the Indenture; or

(6) upon a liquidation or dissolution of a Note Guarantor permitted under the Indenture;

provided that in the case of each of clauses (1) through (6) above, it is a condition to such release that any Guarantee by such Note Guarantor of any Pari Passu Indebtedness (other than the Notes) be released substantially concurrently with the release of such Note Guarantee.

Swiss Limitations

Initially, all of the Note Guarantors are governed by the laws of Switzerland. Notwithstanding anything contrary elsewhere in this Description of the Notes, the liability of each Note Guarantor under the Indenture, the Note Guarantee, and any Security Document, including any future Note Guarantor, that is or may be incorporated, organized or formed, as the case may be, or otherwise is or may be subject to the laws of Switzerland, as the case may be (a "*Swiss Guarantor*"), shall be limited, and by their acceptance of the Indenture and the Notes, each Holder and the Trustee, will confirm, that the liability of a Swiss Guarantor shall be limited as follows:

(a) if and to the extent a guarantee or security interest or indemnity granted or assumed by a Swiss Guarantor under the Indenture, the Notes, the Note Guarantees or any Security Document guarantees or secures obligations of or indemnifies for obligations breached or not satisfied by one of its affiliates which is not a direct or indirect subsidiary of the Swiss Guarantor (the "*Upstream or Cross-Stream Obligations*") and if and to the extent using payments under such guarantee, security interest or indemnity to discharge the Upstream or Cross-Stream Obligations would constitute a repayment of capital (*Einlagerückgewähr/Kapitalrückzahlung*), a violation of the legally protected reserves (*gesetzlich geschützte Reserven*) or the payment of a (constructive) dividend (*Gewinnausschüttung*) under Swiss corporate law or would otherwise be restricted under Swiss law and practice then applicable, the proceeds from the enforcement of such guarantee, security interest or indemnity to be used to discharge the Upstream or Cross-Stream Obligations shall be limited to the maximum amount of the respective Swiss Guarantor's freely disposable equity at the time of enforcement (the "*Maximum Amount*"); *provided* that such limitation is required under the Applicable Law at that time; *provided*, *further*, that such limitation shall not free the respective Swiss Guarantor from its obligations in excess of the Maximum Amount, but merely postpone the performance date of those obligations until such time or times as performance is again permitted under then Applicable Law. This Maximum Amount shall be determined in accordance with Swiss law and applicable Swiss accounting principles, and, if and to the extent required by applicable Swiss law, shall be confirmed by the auditors of the respective Swiss Guarantor on the basis of an interim audited balance sheet as of that time;

(b) in respect of Upstream or Cross-Stream Obligations, each Swiss Guarantor shall, as concerns the proceeds resulting from the enforcement of any guarantee or security or indemnity or other obligation granted or assumed by such Swiss Guarantor under the Indenture, the Notes, the Note Guarantees, or any other Security Document, if and to the extent Swiss withholding tax is required by Applicable Law in force at the relevant time to be paid in relation thereto:

(i) procure that such payment or enforcement proceeds can be used to discharge Upstream or Cross-Stream Secured Obligations without deduction of Swiss withholding tax by discharging the liability to pay such tax by notification pursuant to Applicable Law (including double tax treaties) rather than payment of the tax;

(ii) if the notification procedure pursuant to sub-paragraph (i) above: (x) applies for a part of the Swiss withholding tax only, such Swiss Guarantor undertakes to deduct (and, with respect to enforcement proceeds of security, the Security Agent shall deduct) from any payment or enforcement proceeds used to discharge Upstream or Cross-Stream Obligations an amount of Swiss withholding tax at the reduced rate resulting after the discharge of part of such tax by notification under Applicable Law; or (y) does not apply, deduct (and, with respect to enforcement proceeds of security, the Security Agent shall deduct) an amount equivalent to the Swiss withholding tax at such rate (currently 35% at the date of the Indenture) as is in force from time to time from any such payment or enforcement proceeds used to discharge Upstream or Cross-Stream Obligations that may be due by such Swiss Guarantor to the Swiss federal tax administration (*Eidgenössische Steuerverwaltung*) (the "*Swiss Federal Tax Administration*") from such payment or enforcement, and, in the case of each of the foregoing clauses (x) and (y), subject to any applicable double taxation treaty or any other applicable treaty, pay (and, with respect to enforcement proceeds of security, the Security Agent shall pay or cause to be paid), without delay, any such taxes deducted to the Swiss Federal Tax Administration in the name and for the account of the Swiss Guarantor;

(iii) notify the Trustee or Security Agent, as applicable, that such notification or, as the case may be, deduction has been made, and provide the Trustee or Security Agent, as applicable, with evidence that such a notification of the Swiss Federal Tax Administration has been made or, as the case may be, such taxes deducted have been paid to the Swiss Federal Tax Administration; and

(iv) in the case of a deduction of Swiss withholding tax, (x) use its best efforts to ensure that any Person, which is entitled to a full or partial refund of the Swiss withholding tax deducted from such payment or enforcement proceeds, will, as soon as possible after such deduction (A) in the case of the Issuer or one of its affiliates, request a refund of Swiss withholding tax under Applicable Law (including tax treaties); and (B) pay to the Trustee or Security Agent, as applicable, upon receipt any amount so refunded; and (y) if the Trustee, the Security Agent or any Holder is entitled to a full or partial refund of the Swiss withholding tax deducted from such payment or enforcement proceeds, and if requested by the Trustee, the Security Agent or any such Holder, shall provide to the Trustee, the Security Agent or any such Holder those documents that are required by law and applicable tax treaties to be provided by the payer of such tax to prepare a claim for refund of Swiss withholding tax;

(c) if a Swiss Guarantor or the Security Agent is obliged to deduct Swiss withholding tax in accordance with paragraph (b) above, the Trustee and the Security Agent on behalf of the Holders shall be entitled to further enforce the guarantee or security or indemnity or other obligation granted or assumed by such Swiss

Guarantor under the Indenture, the Notes, the Note Guarantees, or any Security Document and/or further apply proceeds therefrom against Upstream or Cross-Stream Obligations up to an amount which is equal to that amount which would have been obtained if no withholding of Swiss withholding tax were required, whereby such further enforcements/applications of proceeds shall always be limited to the Maximum Amount as set out in paragraph (a) above;

(d) if and to the extent (i) reasonably requested by the Trustee of the Security Agent (acting at the direction of the requisite Holders), or (ii) required under Swiss mandatory law applicable at the relevant time, in order to allow the Trustee and the Security Agent on behalf of the Holders to obtain a maximum benefit under the Indenture, the Notes, the Note Guarantees and/or the Security Documents, such Swiss Guarantor shall promptly take and promptly cause to be taken any action, including the following:

(i) the passing of any shareholders' resolutions or quotaholders' resolutions, as the case may be, to approve the application of the enforcement proceeds, which may be required as a matter of Swiss mandatory law in force at the time of the enforcement of the Swiss Guarantors obligations under the Indenture, the Notes, the Note Guarantees and/or the Security Documents in order to allow a prompt application of the enforcement proceeds;

(ii) preparation of an up-to-date audited balance sheet of the Swiss Guarantor;

(iii) confirmation of the auditors of the Swiss Guarantor that the relevant amount represents the Maximum Amount;

(iv) conversion of restricted reserves into profits and reserves freely available for the distribution as dividends (to the extent permitted by mandatory Swiss law);

(v) revaluation of hidden reserves (to the extent permitted by mandatory Swiss law);

(vi) to the extent permitted by Applicable Law and Swiss accounting standards, write-up or realize any of its assets that are shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of realization, however, only if such assets are not necessary for the Swiss Guarantor's business (*nicht betriebsnotwendig*); and

(vii) all such other measures necessary to allow the Swiss Guarantor to apply enforcement proceeds as agreed hereunder with a minimum of limitations.

To the extent a deduction for Swiss withholding tax is made, a Swiss Guarantor shall not be obliged to either gross-up or indemnify (or otherwise hold harmless) the Holders in relation to any such deduction or payment if and to the extent the gross-up or indemnification, together with the relevant payment made by the Swiss Guarantor in respect of its guarantee, security or indemnity obligations plus the amounts paid to the Swiss Federal Tax Administration (including additional amounts which may become due as a result of the gross-up or indemnification payment) exceeds the Maximum Amount; *provided* that if a Swiss Guarantor is relieved of its obligation to gross-up or indemnify (or otherwise hold harmless) the Holders as set forth above, the Issuer and any other Guarantors (and such Swiss Guarantor to the extent that it is subsequently not constrained by the Maximum Amount) shall remain liable for any such deduction or payment in an amount sufficient to provide the Holders with all payments to which such Holders would have been entitled under the Notes had the foregoing not applied.

The Note Guarantees of the Swiss Guarantors are subject to significant limitations. For additional information, see "*Risk Factors—Risks Relating to the Notes, the Guarantees and the Collateral—The granting of a guarantee or security interest by a Swiss company will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit its validity and enforceability.*"

Future Note Guarantors

If, after the Closing Date, (a) the Issuer or any of its Restricted Subsidiaries acquires or creates any Subsidiary that is not an Excluded Subsidiary that (i) together with all other Subsidiaries (other than Unrestricted Subsidiaries) of the Issuer that are not Note Guarantors, Guarantees any Indebtedness of the Issuer or any Restricted Subsidiary or

Incurs Indebtedness, in the aggregate, in excess of US$150 million outstanding at any one time (unless such Indebtedness is (x) incurred by a Restricted Subsidiary and secured by Liens on assets that do not constitute Collateral in a transaction that is permitted by the Indenture or (y) fully repaid within ten Business Days of its Incurrence); *provided* that this clause (i) shall not be applicable to any Indebtedness (including Guarantees) of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not Incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary; or (ii) Guarantees any Pari Passu Indebtedness; or (b) the Issuer otherwise elects to have any Restricted Subsidiary become a Guarantor, then, in each such case, the Issuer shall cause such Restricted Subsidiary to execute and deliver to the Trustee within 30 Business Days of such event a supplemental indenture in the form set forth in the Indenture providing for a Note Guarantee.

Additional Notes

Subject to the limitations set forth under "*—Certain Covenants—Limitation on Indebtedness*" and "*—Certain Covenants—Limitation on Liens*," the Issuer may, without the consent of Holders, incur additional Indebtedness. At the Issuer's option, this additional Indebtedness may consist of additional Notes ("*Additional Notes*") issued in one or more transactions, which have identical terms (other than issue price, Closing Date and date from which the interest thereon will accrue) as the Original Notes and the New Notes. Any Additional Notes will be consolidated and form a single class with the Notes, so that, among other things, Holders of any Additional Notes will have the right to vote together with Holders of Original Notes and the New Notes as one class; *provided*, *however*, that if such Additional Notes are not fungible with the Notes for U.S. federal income tax purposes, the Additional Notes will have a separate CUSIP number.

Security for the Notes

Collateral

The Original Notes are, and the New Notes will be, secured by a first-priority Lien on the Capital Stock of each of the Note Guarantors, other than the Intermediate Parent Guarantor (each, together with any successor or transferee Person who has complied with the covenant described under the heading "*—Certain Covenants—Consolidation, Merger, Conveyance, Sale or Lease*" and provided a Guarantee and had its Capital Stock pledged by the Intermediate Parent Guarantor pursuant to a Quota Pledge Agreement, a "*Pledged Subsidiary*" and collectively, the "*Pledged Subsidiaries*" and such pledged Capital Stock, the "*Pledged Stock*").

The Intermediate Parent Guarantor has entered into the following security agreements with the Security Agent (as amended, amended and restated, supplemented or modified from time to time, the "*Quota Pledge Agreements*"):

(i) a first-ranking pledge in respect of all of the quotas and other equity securities of any kind of Gran Tierra Operations Colombia GmbH, a limited liability company organized under the laws of Switzerland, now or at any time in the future beneficially owned by the Intermediate Parent Guarantor or in which the Intermediate Parent Guarantor has any interest and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the quotas and other equity securities of any kind (the "*GTOC Quota Pledge Agreement*"); and

(ii) a first-ranking pledge in respect of all of the quotas and other equity securities of any kind of Gran Tierra Energy Colombia GmbH, a limited liability company organized under the laws of Switzerland, now or at any time in the future beneficially owned by the Intermediate Parent Guarantor or in which the Intermediate Parent Guarantor has any interest and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the quotas and equity securities of any kind (the "*GTEC Quota Pledge Agreement*").

The Intermediate Parent Guarantor will also be required to enter into supplemental Security Documents, as appropriate, pledging the shares of Capital Stock of any future Note Guarantor of the Intermediate Parent Guarantor meeting the qualifications of a Note Guarantor as set forth in such definition.

So long as no Event of Default has occurred and is continuing, and subject to certain terms and conditions, the Intermediate Parent Guarantor will be entitled to receive all cash dividends, interest and other payments made upon or with respect to the Pledged Stock and to exercise any voting and other consensual rights pertaining to the Pledged Stock.

Upon the occurrence and during the continuance of an Event of Default, the holders of a majority in principal amount of the Notes may direct the Security Agent to enforce the security and sell the applicable Collateral and to distribute the net proceeds of such sale to the Trustee and the Noteholders, subject to Applicable Law and applicable governmental requirements. Following an Event of Default, enforcement of the security interests on the Collateral will be made in accordance with Applicable Law and, to the extent permitted by Applicable Law, in accordance with the provisions of the Indenture, the Security Documents and applicable governmental requirements. If applicable, the Security Agent will distribute such cash proceeds of the Collateral in accordance with the terms of the Intercreditor Agreement, if any, in such amount as is sufficient to discharge the outstanding Obligations under the Notes and the Indenture (after payment of the costs of enforcement and administration) received by it under the Quota Pledge Agreements for the ratable benefit of the Noteholders and holders of other Obligations secured by Permitted Collateral Liens.

Accordingly, any proceeds received upon a realization of the Collateral securing the Notes and such other Obligations will be applied as follows:

first, to the payment of all costs and expenses incurred by the Trustee and the Security Agent in connection with the collection of proceeds or sale of any Collateral or otherwise in connection with the Indenture and the Security Documents, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Trustee and the Security Agent on behalf of Issuer and any other costs or expenses incurred in connection with the exercise of any right or remedy of the Noteholders and such other Obligations;

second, to pay the Notes, any accrued and unpaid interest thereon and such other Obligations on a *pro rata* basis based on the respective amounts of the Notes and such other Obligations then outstanding; and

third, to the extent of the balance of such proceeds after application in accordance with the foregoing, to the Issuer or the Intermediate Parent Guarantor, as applicable, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Perfection of Security Interests

The Intermediate Parent Guarantor and the Note Guarantors have entered into customary Swiss law governed security confirmations with respect to the Collateral and made all filings and taken all such other similar actions required or advisable in connection with the perfection of the first-priority security interests in the Collateral as and to the extent contemplated by the Indenture and the Security Documents, and will take all actions necessary or advisable to maintain such first-priority security interests and to perfect such first-priority security interests in any Collateral acquired after the Closing Date, in each case as and to the extent contemplated by the Indenture, any Intercreditor Agreement or the Security Documents.

Enforcement of Security Interests

The Security Agent's rights with respect to the enforcement of the first-priority security interests over the Pledged Stock enable the Security Agent, on the occurrence of an Event of Default that is continuing to, in accordance with any Applicable Law: (i) take possession of (and vote in relation to) the Pledged Stock by transfer of title or notification; (ii) sell or otherwise dispose of the Pledged Stock to any third party; (iii) effect any contractual or other rights of set-off; (iv) appoint a receiver with a power of sale; and (v) otherwise take any action to enforce any of the rights of the Security Agent under or in connection with the Quota Pledge Agreements.

The enforcement and the use of enforcement proceeds from any Quota Pledge Agreements is subject to the limitations described under "—*Swiss Limitations*" above.

Collateral Release

The Indenture and the Quota Pledge Agreements provide that the Liens on the Collateral pursuant to the Quota Pledge Agreements will automatically and without the need for any further action by the Noteholders, or any other Person (unless otherwise provided for in the applicable Quota Pledge Agreement) be released:

(1) with respect to any Collateral, upon the sale or other disposition (including by way of consolidation, amalgamation or merger) by the Issuer of the shares or membership interests, as the case may be, constituting such Collateral (other than to Issuer or a Restricted Subsidiary) otherwise permitted by the Indenture;

(2) in whole, upon payment in full of the principal of, accrued and unpaid interest, if any, and premium, if any, on, the Notes;

(3) in whole, if the Capital Stock of the Pledged Subsidiary had been required to be pledged pursuant to the terms of the Indenture and the circumstances requiring such pledge have ceased;

(4) defeasance or discharge of the Indenture as set forth below under the caption "—*Defeasance*" and "—*Satisfaction and Discharge*";

(5) upon designation of such Pledged Subsidiary as an Unrestricted Subsidiary in accordance with the Indenture; or

(6) as described under the caption "—*Modification of the Indenture*."

The Indenture and the Quota Pledge Agreements provide that if any Pledged Subsidiary or Parent Pledgor enters into any Reincorporation Transaction (whether by assignment, transfer, conveyance, amalgamation, merger or otherwise), or otherwise effects a transaction with the Issuer or another Restricted Subsidiary permitted under the covenant described below under the caption "—*Certain Covenants—Consolidation, Merger, Conveyance, Sale or Lease*," the Trustee and the Security Agent, as the case may be, shall at Issuer's expense execute, acknowledge and deliver such documents and instruments (including the filing of financing statements or amendments or continuations thereto) and take such other actions which may be necessary to assure, perfect, transfer and confirm the rights conveyed by the Quota Pledge Agreements, to the extent permitted by Applicable Law, in order to effectuate such redomiciliation or change of jurisdiction or such transaction. Upon the consummation of any transaction effected in accordance with these provisions, if the issuer of the Collateral is not the continuing Person, such issuer will be released from its obligations under the Indenture, the Notes and the Quota Pledge Agreements.

Impairment of Security Interests

The Quota Pledge Agreements provide for certain restrictions on the treatment of the Pledged Stock including that without the prior written consent of the Security Agent (acting at the direction of the requisite Holders), the applicable Note Guarantor may not create, or agree or attempt to create, or permit to subsist over all or part of the Pledged Stock (or any interest therein) any security interest (except as may be created under the Quota Pledge Agreements or a lien arising by operation of law in the ordinary course of the Note Guarantor's business) or any trust over any the Pledged Stock whether ranking prior to, *pari passu* with or behind the security contained in Quota Pledge Agreements.

The Issuer will not enter into any agreement that requires the proceeds received from any sale of Collateral to be applied to repay, redeem, defease or otherwise acquire or retire any Indebtedness of any Person, other than as permitted by the Indenture, the Security Documents and any Intercreditor Agreement.

Certain Bankruptcy Limitations

The granting of a guarantee or security interest by a Swiss company, such as those granted by the Swiss Guarantors under the Note Guarantees and the Quota Pledge Agreements, may be challenged in certain circumstances. More specifically, pursuant to the Swiss Debt Enforcement and Bankruptcy Act ("DEBA"), there are certain circumstances in which the granting by a Swiss company of a guarantee or security interest may be challenged. In particular, and without limiting the foregoing:

- pursuant to article 286 of the DEBA, transactions (i) in which a company accepted and agreed to receive consideration which is found to be disproportionate to its own obligation or (ii) which are found to qualify as a gift (*Schenkung*), i.e., not to have any ascertainable consideration at all, may be voided if a seizure of assets (*Pfändung*) or the opening of bankruptcy proceedings (*Konkurseröffnung*) occurs within one year after the date such transaction was entered into;

- pursuant to article 287 of the DEBA, transactions by virtue of which the company (i) grants collateral for a pre-existing obligation which it was not obliged to secure prior to the entering into of such transaction, (ii) settles a counterparty's receivable by other means than cash payment or other customary means of payment such as wire transfer, or (iii) pays an undue debt, may be voided if (A) the company was overindebted (*überschuldet*) at the time of the transaction and (B) a seizure of assets (*Pfändung*) or the opening of bankruptcy proceedings (*Konkurseröffnung*) occurs within one year after the date such transaction was entered into; and

- pursuant to article 288 of the DEBA, transactions entered into by the company with the intention (i) to put its creditors at a disadvantage or (ii) to favor certain creditors over others of its creditors may be voided to the extent (A) such intention was or should have been apparent to the counterparty at the time of the entering into such transaction and (B) a seizure of assets (*Pfändung*) or the opening of bankruptcy proceedings (*Konkurseröffnung*) occurs within five years after such transaction was entered into.

Intercreditor Agreements

At the request of the Issuer, in connection with the Incurrence by the Issuer or its Restricted Subsidiaries of any Indebtedness permitted to be Incurred pursuant to the covenant described in "*—Limitation on Indebtedness*" and permitted to be secured on the Collateral pursuant to the covenant described under "*—Certain Covenants—Limitation on Liens*" the Issuer, the relevant Restricted Subsidiaries, the Trustee and the Security Agent shall enter into with the holders of such Indebtedness (or their duly authorized Representatives) an intercreditor agreement (as amended, restated, supplemented or otherwise modified from time to time, an "*Intercreditor Agreement*") on customary and then market terms as determined in good faith by the Issuer; *provided* that the Issuer delivers an Officers' Certificate and Opinion of Counsel to the Trustee and Security Agent certifying that the entry into such Intercreditor Agreement is on customary and then market terms and is authorized or permitted by the Indenture, and *provided*, *further*, that such Intercreditor Agreement shall not impose any personal obligations on the Trustee or Security Agent or, in the opinion of the Trustee or Security Agent, as applicable, adversely affect the rights, duties, liabilities or immunities of the Trustee or Security Agent under the Indenture. The terms of the Intercreditor Agreement may provide that the Trustee (and Security Agent, if applicable) on behalf of the Holders may consent to the payment, repayment, purchase, repurchase, defeasance, acquisition, retirement or redemption of any obligations subordinated to the Notes thereby; *provided*, *however*, that such transaction would comply with the covenant described under "*—Certain Covenants—Limitation on Restricted Payments*." The Trustee and the Security Agent will have no responsibility for any recitals, statements, representations or warranties made by the Issuer or any Restricted Subsidiary contained in the Intercreditor Agreement, and the Trustee and the Security Agent will not be responsible for the value, validity, effectiveness, genuineness, enforceability or sufficiency of the Intercreditor Agreement or any document referred to or provided for therein.

At the direction of the Issuer and without the consent of Holders, the Trustee and the Security Agent shall from time to time enter into one or more amendments to the Intercreditor Agreement to: (1) cure any ambiguity, omission, defect or inconsistency of any such agreement, (2) increase the amount or types of Indebtedness covered by any such agreement that may be Incurred by the Issuer or any Restricted Subsidiary that is subject to any such agreement (including the addition of provisions relating to new Indebtedness ranking junior in right of payment to the Notes), (3) add Restricted Subsidiaries to the Intercreditor Agreement, (4) further secure the Notes, (5) make provision for equal and ratable pledges of the Collateral to secure Additional Notes, (6) implement any Permitted Collateral Liens, (7) amend the Intercreditor Agreement in accordance with the terms thereof or (8) make any other change to any such agreement that does not adversely affect the Holders in any material respect. The Issuer shall not otherwise direct the Trustee or the Security Agent to enter into any amendment to the Intercreditor Agreement without the consent of the Holders of the majority in aggregate principal amount of the Notes then outstanding, except as otherwise permitted under the Indenture or as permitted by the terms of the Intercreditor Agreement, and the Issuer may only direct the Trustee and the Security Agent to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or Security Agent or, in the opinion of the Trustee or Security Agent, adversely affect their respective rights, duties, liabilities or immunities under the Indenture or the Intercreditor Agreement.

Additional Amounts

Pursuant to the Indenture, all payments to be made in respect of the Notes are to be made free and clear of, and without deduction or withholding for or on account of, any taxes, duties, levies, imposts, charges, fees, deductions or withholdings, except to the extent such amounts are imposed by Applicable Law. In the event that any Taxes are required by Applicable Law to be deducted or withheld from any payment required to be made in respect of the Notes, then the amount of such payment shall be increased by such additional amounts ("*Additional Amounts*") as may be necessary in order that the amount actually received by the applicable recipients or beneficial owner of such payment in respect of such payment, after withholding or deduction for or on account of such Taxes, is an amount equal to the amount that would have been received by the applicable recipient(s) or beneficial owner of such payment in respect of such payment had no such Taxes (including any Taxes payable in respect of such Additional Amounts) been required to be so deducted or withheld. The amount of any Taxes required to be withheld or deducted from any payment made in respect of the Notes under Applicable Law shall be withheld or deducted from such payment (as increased by any Additional Amounts) and paid to the taxing authority imposing such Taxes in accordance with Applicable Law. Notwithstanding the preceding sentences, no such Additional Amounts will (including Taxes payable in respect of such Additional Amounts) be payable in respect of:

(1) any Tax assessed or imposed by reason of the applicable recipient or beneficial owner of such payment having any actual or deemed present or former connection between the recipient or beneficial owner of such payment and a Relevant Taxing Jurisdiction (including, without limitation, being a citizen of, carrying on business or having a permanent establishment in a Relevant Taxing Jurisdiction, being organized under the laws of a Relevant Taxing Jurisdiction, being an actual or deemed resident of a Relevant Taxing Jurisdiction or, in the case of Canada, dealing at non-arm's length (for the purposes of the *Income Tax Act* (Canada)) with the payer of such payment);

(2) any Taxes imposed on or measured by the applicable recipient or beneficial owner's net income, capital franchise taxes and branch profits or similar taxes;

(3) any estate, inheritance, gift, personal property, sales, use, excise, transfer or other similar Tax imposed with respect to such payment;

(4) any such Taxes that would not have been imposed but for the failure of the applicable recipient or beneficial owner of such payment to comply with any certification, identification, information, documentation or other reporting requirement to the extent (a) such compliance is required by Applicable Law or an applicable treaty as a precondition to exemption from, or reduction in the rate of deduction or withholding of, such Taxes and (b) reasonably in advance of the first Payment Date with respect to which the obligor with respect to a payment shall apply this clause (5), such obligor shall have notified each Holder in writing that taxes will be imposed unless an applicable compliance certification, identification, information, documentation or other reporting requirement is satisfied;

(5) any such Taxes required to be withheld by any paying agent from any payment, if such Tax results from the presentation of such Note for payment (where presentation is required) and the payment can be made in a commercially reasonable manner without such withholding by the presentation of such Note to any other paying agent with respect to the Notes;

(6) any Note presented for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the applicable recipient (except to the extent that such recipient would have been entitled to Additional Amounts had the Note been presented during such 30-day period);

(7) any Tax payable other than by withholding or deduction;

(8) any United States federal withholding tax;

(9) any tax, assessment, withholding or deduction required by Sections 1471 through 1474 of the Code ("*FATCA*"), any current or future Treasury regulations or rulings promulgated thereunder, any law, regulation or other official guidance enacted in any jurisdiction implementing FATCA, any intergovernmental agreement between the United States and any other jurisdiction pursuant to the implementation of FATCA, or any agreement with the United States Internal Revenue Service pursuant to the implementation of FATCA; or

(10) any combination of the circumstances described in clauses (1) through (9),

nor will any Additional Amounts be paid with respect to any payment to a recipient who is a fiduciary, partnership, limited liability company or any Person other than the sole beneficial owner of such payment to the extent that a beneficiary or settlor with respect to such fiduciary or a member of such partnership or limited liability company or a beneficial owner would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been in the place of such recipient.

In addition, the Issuer shall pay any and all Other Taxes imposed by a Relevant Taxing Jurisdiction imposing such Other Taxes in accordance with Applicable Law.

The obligation to pay Additional Amounts will survive the repayment of the Notes and the sale or transfer of the Notes (or beneficial interests therein) by any investor.

Optional Redemption

At any time prior to October 15, 2026, the Issuer may on any one or more occasions redeem up to an aggregate of 35% of the aggregate principal amount of Notes (including, for greater certainty, any Additional Notes) then outstanding under the Indenture, upon not less than 10 nor more than 60 days' notice, at a redemption price of 109.500% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, to the applicable date of redemption, with an amount not greater than the aggregate Net Cash Proceeds of one or more Equity Offerings; *provided* that:

(1) at least 65% of the aggregate principal amount of the Notes originally issued under the Indenture on the Closing Date remain outstanding immediately after the occurrence of such redemption (excluding Notes held by the Issuer and its Subsidiaries); and

(2) each such redemption occurs within 180 days of the date of the closing of any such Equity Offering.

At any time prior to October 15, 2026, the Issuer may on any one or more occasions redeem all or a part of the Notes, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the applicable date of redemption.

On or after October 15, 2026, the Issuer may, on any one or more occasions, redeem all or a part of the Notes upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on October 15 of the years indicated below:

Year	Percentage
2026	104.750%
2027	102.375%
2028 and thereafter	100.000%

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable Redemption Date.

In the event that Holders of not less than 90% of the aggregate principal amount of the Outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer (as defined below), Asset Disposition Offer or other tender offer and the Issuer (or a third party making the offer) purchases all of the Notes validly tendered and not withdrawn by such Holders, the Issuer or third party offeror, as applicable, will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to such offer described above, to redeem (in the case of the Issuer) or purchase (in the case of a third party offeror) all of the Notes that remain outstanding following such purchase at a redemption price or purchase price, as the case may be, equal to the price paid to each other Holder in such offer (which may be less than par) plus, to the extent not included in such price, accrued and unpaid interest on the Notes that remain outstanding, to the date of redemption (subject to the right of Holders of record on the relevant Record Date to receive interest due on an interest Payment Date that is on or prior to the Redemption Date).

Optional Tax Redemption

The Notes may be redeemed at the Issuer's election in whole but not in part on any date prior to the Maturity Date, by the giving of notice as provided herein under "—*Notices*," at a price equal to the outstanding principal amount thereof, together with any Additional Amounts and accrued and unpaid interest to the Redemption Date, if, as a result of:

(a) any change in, or amendment to, laws or treaties (or any regulation or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction; or

(b) any change in the official application, administration or interpretation of such laws, treaties, regulations or rulings (including by virtue of a holding, judgment, or order by a court of competent jurisdiction or a change in published administrative practice) in a Relevant Taxing Jurisdiction,

which amendment, change, application, administration or interpretation is enacted or promulgated (or in the case of changes described in clause (b), publicly announced) on or after the Closing Date (or, in the case of a jurisdiction that becomes a Relevant Taxing Jurisdiction on a date after the Closing Date, such later date) as a result of which the Issuer, a Note Guarantor or Successor, as the case may be, has become or would become obligated to pay any Additional Amounts on the next date on which any amount would be payable with respect to such Notes and the Issuer, the Note Guarantor or the Successor, as the case may be, determines in good faith that such obligation cannot be avoided by taking commercially reasonable measures available to it; *provided*, *however*, that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the relevant entity would be obligated to pay such Additional Amounts.

Notice of any redemption will be mailed at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Notes to be redeemed. Prior to the giving of notice of redemption of such Notes pursuant to the Indenture, the Issuer will deliver to the Trustee an Officers' Certificate and a written opinion of such Relevant Taxing Jurisdiction counsel independent of the Issuer and its Affiliates to the effect that the Issuer, Note Guarantor, or Successor, as the case may be, has or will become obligated to pay such Additional Amounts as a result of such change, amendment, application, administration or interpretation. On the Redemption Date, interest will cease to accrue on the Notes that have been redeemed.

Optional Redemption Procedures

In the event that less than all of the Notes are to be redeemed at any time, selection of Notes for redemption will be made by the Trustee in compliance with the requirements governing redemptions of the principal securities exchange, if any, on which Notes are listed or if such securities exchange has no requirement governing redemption or the Notes are not then listed on a securities exchange, on a *pro rata* basis (or, in the case of Notes issued in global form, based on a method in accordance with the procedures of DTC). If Notes are redeemed in part, the remaining outstanding amount must be at least equal to US$200,000 and be an integral multiple of US$1,000.

Notice of any redemption will be mailed by first-class mail, postage prepaid, to the record holders of Notes to be redeemed at their respective registered addresses, or otherwise delivered in accordance with the procedures of DTC, at least 10 but not more than 60 days before the Redemption Date. Notice will be provided to the Trustee, Registrar, Paying Agent and Transfer Agent no later than 5 business days prior to the date that the notice of redemption is sent to holders (or such shorter period as the Trustee may accept). If Notes are to be redeemed in part only, the notice of redemption will state the portion of the principal amount thereof to be redeemed. A Note in a principal amount equal to the unredeemed portion thereof, if any, will be issued in the name of the holder thereof upon cancellation of the original note (or appropriate adjustments to the amount and beneficial interests in a global note will be made, as appropriate).

Notes called for redemption will become due on the date fixed for redemption. The Issuer will pay the redemption price for any note together with accrued and unpaid interest thereon and Additional Amounts, if any, to, but excluding, the Redemption Date. On and after the Redemption Date, interest will cease to accrue on Notes or portions thereof called for redemption as long as the Issuer has deposited with the Paying Agent funds in satisfaction of the applicable redemption price pursuant to the Indenture. Upon redemption of any Notes by the Issuer, such redeemed Notes will be cancelled or, to the extent so requested by the Issuer, remain outstanding. The Issuer may designate at its option a third party to call the Notes for mandatory purchase in lieu of exercising its right to optional redemption under the Indenture; *provided* that any call by a third party shall be treated as if such call was made by the Issuer.

Notice of any redemption of the Notes in connection with a corporate transaction (including an Equity Offering, an Incurrence of Indebtedness or a Change of Control) may, at the Issuer's discretion, be given prior to the completion thereof and any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. In addition, the Issuer may provide in such notice that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

Open Market Purchases

The Issuer or any of its Restricted Subsidiaries may at any time purchase any amount of Notes in the open market or otherwise at any price. Any amount of Notes so purchased by the Issuer or any of its Restricted Subsidiaries may be surrendered to the Trustee for cancellation.

Certain Covenants

Pursuant to the Indenture, the Issuer and the Note Guarantors agree to certain restrictive covenants.

During any period of time that: (i) the Notes have an Investment Grade Rating from at least two Rating Agencies and (ii) no Default or Event of Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "*Covenant Suspension Event*"), the Issuer and its Restricted Subsidiaries will not be subject to the following provisions (collectively, the "*Suspended Covenants*") of the Indenture:

(1) "*—Limitation on Indebtedness*";

(2) "*—Limitation on Restricted Payments*";

(3) "*—Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries*";

(4) "*—Limitation on Sale of Assets*," except in respect of Asset Dispositions in connection with Sale and Lease-Back Transactions;

(5) "*—Limitation on Transactions with Affiliates*"; and

(6) clause (4) of the first paragraph of "*—Consolidation, Merger, Conveyance, Sale or Lease*."

Upon the occurrence of a Covenant Suspension Event, the amount of Net Available Cash Proceeds that has not been invested or applied as provided under "*—Limitation on Sale of Assets*" shall be set at zero as of such date (the "*Suspension Date*"). In the event that, on any date subsequent to any Suspension Date (the "*Reversion Date*"), the Rating Agencies withdraw their Investment Grade Rating or downgrade such rating to below an Investment Grade Rating, or a Default or Event of Default occurs and is continuing, then the Issuer and its Restricted Subsidiaries shall thereafter again be subject to the Suspended Covenants with respect to future events. The period of time between the

Suspension Date and the Reversion Date is referred to in this description as the "*Suspension Period*." Notwithstanding the reinstatement of the Suspended Covenants, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during the Suspension Period (or upon termination of the Suspension Period or after that time based solely on events that occurred and were completed during the Suspension Period).

On the Reversion Date all Indebtedness incurred during the Suspension Period and outstanding on the Reversion Date will be classified as having been incurred or issued pursuant to "*—Limitation on Indebtedness*" below (to the extent such Indebtedness would be permitted to be incurred or issued thereunder as of the Reversion Date and after giving effect to Indebtedness incurred or issued prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be incurred or issued pursuant to "*—Limitation on Indebtedness*," such Indebtedness will be deemed to have been outstanding on the Closing Date, so that it is classified as permitted under clause (2)(b) of "*—Limitation on Indebtedness*." Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under "*—Limitation on Restricted Payments*" will be made as though the covenant described under "*—Limitation on Restricted Payments*" had been in effect since the Closing Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of "*—Limitation on Restricted Payments*."

The Issuer shall give the Trustee written notice of any Covenant Suspension Event and in any event not later than five Business Days after such Covenant Suspension Event has occurred. In the absence of such notice, the Trustee shall assume without inquiry the Suspended Covenants apply and are in full force and effect. The Issuer shall give the Trustee written notice of any occurrence of a Reversion Date not later than five (5) Business Days after such Reversion Date. After any such notice of the occurrence of a Reversion Date, the Trustee shall assume without inquiry the Suspended Covenants apply and are in full force and effect. The Trustee shall have no duty to (i) monitor the ratings of the Notes, (ii) determine whether a Covenant Suspension Event or Reversion Date has occurred, or (iii) notify Holders of any of the foregoing. The Trustee may provide a copy of the written notices of any Covenant Suspension Event or Reversion Date to any Holder upon request.

Limitation on Indebtedness

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Indebtedness; *provided*, *however*, that the Issuer or any Restricted Subsidiary may Incur Indebtedness if (i) on the date of such Incurrence and after giving effect thereto and the application of proceeds therefrom, the Consolidated Interest Coverage Ratio would be no less than 2.50:1.0 and the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio would be no greater than 3.00:1.00 and (ii) no Default or Event of Default shall have occurred and be continuing;

(2) Notwithstanding the foregoing clause (1), the Issuer and its Restricted Subsidiaries may Incur the following Indebtedness:

(a) Indebtedness incurred under Credit Facilities in an aggregate principal amount at any one time outstanding not to exceed the greater of (a) US$200 million, and (b) 100% of Consolidated Adjusted EBITDA for the most recently completed four fiscal quarters for which annual or quarterly financial statements are available and with such pro forma adjustments giving effect to any incurrence or repayment of Indebtedness, acquisition, Investment or asset sale, as applicable, since the start of the relevant four quarter period as are consistent with the pro forma adjustments set forth in the definition of "Consolidated Interest Coverage Ratio";

(b) Indebtedness:

(i) of the Issuer and any Restricted Subsidiary outstanding on the Closing Date, including, without limitation, the Senior Notes due 2025 and the Senior Notes due 2027; and

(ii) consisting of Guarantees of any Indebtedness otherwise permitted by and made in accordance with the provisions of this "*Limitation on Indebtedness*" covenant;

(c) Indebtedness of a Restricted Subsidiary Incurred and outstanding on or prior to the date on which such Restricted Subsidiary was acquired by the Issuer or a Restricted Subsidiary or otherwise became a

Restricted Subsidiary (other than Indebtedness Incurred as consideration of, or to provide all or any portion of the funds or credit support utilized to consummate, or otherwise in contemplation of, the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Subsidiary of, or was otherwise acquired by, the Issuer or a Restricted Subsidiary); *provided*, *however*, that on the date that such Restricted Subsidiary is acquired by the Issuer or a Restricted Subsidiary, either (x) the Issuer and the Restricted Subsidiaries would have been able to Incur US$1.00 of additional Indebtedness pursuant to the foregoing clause (1), after giving *pro forma* effect to the Incurrence of such Indebtedness pursuant to this subclause (c) and the repayment of any Indebtedness in connection with such transaction, and the acquisition of such Restricted Subsidiary, or (y) the Consolidated Interest Coverage Ratio would be no less than the Consolidated Interest Coverage Ratio immediately prior to such transactions, and the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio would be no greater than the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio immediately prior to the transactions, in each case after giving effect to the repayment of any Indebtedness in connection with such transactions;

(d) Indebtedness of another Person Incurred and outstanding on or prior to the date on which such Person consolidates with or merges with or into the Issuer or a Restricted Subsidiary (other than Indebtedness Incurred as consideration of, or to provide all or any portion of the funds or credit support utilized to consummate, or otherwise in contemplation of, the transaction or series of related transactions pursuant to which such Person consolidates with or merges with or into the Issuer or a Restricted Subsidiary); *provided*, *however*, that on the date that such transaction is consummated, either (x) the Issuer and the Restricted Subsidiaries would have been able to Incur US$1.00 of additional Indebtedness pursuant to the foregoing clause (1) after giving *pro forma* effect to the Incurrence of such Indebtedness pursuant to this subclause (d) and the repayment of any Indebtedness in connection with such transaction, and such consolidation or merger, or (y) the Consolidated Interest Coverage Ratio would be no less than the Consolidated Interest Coverage Ratio immediately prior to such transactions, and the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio would be no greater than the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio immediately prior to the transactions, in each case after giving effect to the repayment of any Indebtedness in connection with such transactions;

(e) Indebtedness in respect of bankers' acceptances, bank guarantees, warehouse receipts, deposits, promissory notes, workers' compensation claims, self-insurance obligations or similar bids or bonds and Guarantees provided by the Issuer or any Restricted Subsidiary in the ordinary course of business (other than such obligations of the type referred to in subclause (l));

(f) Indebtedness arising under agreements providing for indemnification, adjustment of purchase price or similar obligations, in each case Incurred or assumed in connection with the acquisition or disposition of a business, assets or Capital Stock; *provided*, *however*, that, in the case of a disposition, the maximum aggregate liability in respect of such Indebtedness will at no time exceed the gross proceeds actually received by the Issuer or such Restricted Subsidiary in connection with such disposition;

(g) Purchase Money Obligations and Capitalized Lease Obligations in an aggregate principal amount at any one time not in excess of the greater of (i) US$25 million and (ii) 2.0% of Consolidated Net Tangible Assets;

(h) Hedging Obligations of the Issuer or any Restricted Subsidiary Incurred for the purpose of fixing or hedging interest rate risk or currency and commodity prices fluctuations in the ordinary course of business or with respect to Indebtedness permitted to be Incurred by the Issuer or any Restricted Subsidiary pursuant to the Indenture, and in each case not for speculative purposes; *provided*, *however*, that increases in Hedging Obligations as a result of fluctuations in foreign currency, commodity prices, exchange rates or interest rates shall not be deemed an Incurrence of Indebtedness;

(i) Refinancing Indebtedness, including Refinancing Indebtedness Incurred to defease the Notes as provided in "— *Defeasance*" to the extent the proceeds therefrom are applied concurrently to defease the Notes;

(j) Indebtedness of the Issuer or any of its Restricted Subsidiaries evidenced by the Original Notes or the Note Guarantee relating to the Original Notes;

(k) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of its incurrence;

(l) Indebtedness consisting of letters of credit, bonds or surety obligations required by governmental requirements in connection with the operation of the Issuer's and Restricted Subsidiaries' Oil and Gas Properties, Incurred by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business (in each case, other than for an obligation for borrowed money);

(m) Indebtedness of the Issuer or any of its Restricted Subsidiaries (including, but not limited to, Indebtedness consisting of working capital lines of credit) in an aggregate principal amount which, when taken together with all other Indebtedness of the Issuer and its Restricted Subsidiaries outstanding on the date of such Incurrence (other than Indebtedness permitted by subclauses (a) through (l) above or subclauses (n) through (p) below) does not exceed the greater of US$25 million and 2.5% of Consolidated Net Tangible Assets;

(n) Indebtedness of the Issuer owed to and held by any Restricted Subsidiary of the Issuer or Indebtedness of a Restricted Subsidiary owed to and held by the Issuer or any other Restricted Subsidiary; *provided*, *however*, that

(i) any subsequent issuance or transfer of any Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Issuer or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the issuer thereof; and

(ii) if the Issuer is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the Notes, unless the Restricted Subsidiary is a Note Guarantor;

(o) Indebtedness arising under cash management obligations, cash management services and other Indebtedness in respect of netting services, automatic clearing house arrangements, employees' credit or purchase cards, overdraft protections and similar arrangements in each case incurred in the ordinary course of business; and

(p) accounts payable to trade creditors created or assumed in the ordinary course of business or which is customary in the Oil and Gas Business in connection with the obtaining of goods or services and Indebtedness representing deferred compensation to employees, consultants or independent contractors of the Issuer or any Restricted Subsidiary incurred in the ordinary course of business.

For purposes of determining the compliance with this covenant:

(x) Indebtedness permitted by this covenant (including clause (1) above), need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness, as determined by the Issuer in its sole discretion; and

(y) In the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this covenant including clause (1) above, the Issuer, in its sole discretion, shall classify (and from time to time may reclassify) such item of Indebtedness, in any manner that complies with this covenant, except that Indebtedness under Credit Facilities that is outstanding on the Closing Date after giving effect to the offering of Original Notes will be deemed to have been incurred on such date under clause (a) above and shall not be reclassified; and

(3) Notwithstanding the foregoing, the Issuer may not Incur any Indebtedness pursuant to clause (2) above if the proceeds thereof are used, directly or indirectly, to Refinance any Subordinated Obligations, unless such Indebtedness will be subordinated to any obligations owed under the Notes and the Indenture to at least the same extent as such Subordinated Obligations.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred; *provided*, *however*, that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Issuer or any Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Accrual of interest, accrual of dividends, payment of interest in the form of additional Indebtedness, payment of dividends in the form of shares of Preferred Stock, accretion or amortization of original issue discount will not be deemed to be an Incurrence of Indebtedness for purposes of the "*—Limitation on Indebtedness*" covenant.

Limitation on Liens

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, Incur or suffer to exist any Lien upon any of its property or assets (including Capital Stock of a Restricted Subsidiary), whether owned on the Closing Date or acquired after that date, or any interest therein or any income or profits therefrom (such Lien, the "*Initial Lien*"), except (a) in the case of any property or assets that do not constitute Collateral, (1) Permitted Liens or (2) Liens on property or assets that are not Permitted Liens if, subject to the Agreed Security Principles, the Notes (or a Guarantee of the Notes in the case of Liens of a Guarantor) are directly secured equally and ratably with, or prior to (in the case of Liens with respect to Subordinated Indebtedness), the Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured, and (b) in the case of any property or assets that constitute Collateral, Permitted Collateral Liens.

For purposes of determining compliance with the covenant described above, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens described in the definitions of "Permitted Liens" or "Permitted Collateral Liens," as applicable, but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens described in the definition of "Permitted Liens" or "Permitted Collateral Liens," as applicable, the Issuer shall, in its sole discretion, divide, classify or reclassify, or later divide, classify or reclassify, such Lien in any manner that complies with this covenant and will only be required to include the amount and type of such Lien or such item of Indebtedness secured by such Lien in one of the clauses of the definition of "Permitted Liens" or "Permitted Collateral Liens," as the case may be, and such Lien securing such item of Indebtedness will be treated as being Incurred or existing pursuant to only one of such clauses.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness; *provided* that such Increased Amount is otherwise permitted to be Incurred. The "*Increased Amount*" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing such Indebtedness.

Limitation on Restricted Payments

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, (the actions described in subclauses (a) through (d) below being herein referred to as "*Restricted Payments*"):

(a) declare or pay any dividend or make any distribution on or in respect of their Capital Stock (including any such payment in connection with any merger or consolidation involving the Issuer or any Restricted Subsidiary) or similar payment to the direct or indirect holders of their Capital Stock, in their capacity as such, except for dividends or distributions payable solely in the form of Capital Stock (other than Disqualified Stock of the Issuer or a Restricted Subsidiary or Preferred Stock of a Restricted Subsidiary) and except dividends or distributions payable to the Issuer or another Restricted Subsidiary (and, if such Restricted Subsidiary has shareholders other than the Issuer or other Restricted Subsidiaries, to its other shareholders on a *pro rata* basis or basis more favorable to the Issuer or other Restricted Subsidiary, based on their respective holdings of the applicable classes of Capital Stock);

(b) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Issuer held by Persons other than the Issuer or a Restricted Subsidiary (other than a purchase, redemption, retirement or other acquisition for value that would constitute a Permitted Investment);

(c) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Obligations (other than the purchase, repurchase, redemption, defeasance or other acquisition of Subordinated Obligations (x) purchased, repurchased, redeemed, defeased or otherwise acquired in anticipation of satisfying a sinking fund obligation, principal installment or a final maturity, in each case, due within one year of the date of such purchase, repurchase, redemption, defeasance or other acquisition or (y) owing to or held by the Issuer or a Restricted Subsidiary); or

(d) make any Investment (other than a Permitted Investment) in any other Person.

The restrictions above will apply if at the time the Issuer or such Restricted Subsidiary makes such Restricted Payment:

(i) a Default (other than a Default arising under or breach in the performance of the covenant described in "—*Financial Reporting*") or an Event of Default has occurred and is continuing or would occur as a result thereof;

(ii) the Issuer could not Incur at least US$1.00 of additional Indebtedness under clause (1) of the covenant described under "—*Limitation on Indebtedness*" after giving effect to the Restricted Payment; or

(iii) the aggregate amount of such Restricted Payment and all other Restricted Payments (excluding Restricted Payments permitted by subclauses (a), (b), (d), (e), (f), (g), (h), (i), (j) and (n) of clause (2), below) declared or made subsequent to the Closing Date would exceed the sum of, without duplication:

(A) 50% of Consolidated Net Income accrued during the period (treated as one accounting period) from January 1, 2018 to the end of the most recent fiscal quarter for which financial statements have been delivered to the Trustee under the Indenture prior to the date of such Restricted Payment (or, in case such Consolidated Net Income will be a deficit, minus 100% of such deficit); plus

(B) solely to the extent not used for Restricted Payments pursuant to subclauses (a) and (j) of clause (2) of this section, the aggregate Net Cash Proceeds and Fair Market Value of any property received by the Issuer from the issue or sale of its Capital Stock (other than Disqualified Stock) or other capital contributions subsequent to the Closing Date (other than Net Cash Proceeds received from an issuance or sale of such Capital Stock to a Restricted Subsidiary of the Issuer); plus

(C) (1) the amount of a Guarantee of the Issuer or any Restricted Subsidiary upon the unconditional release in full of the Issuer or such Restricted Subsidiary from such Guarantee if such Guarantee was previously treated as a Restricted Payment; and

(2) in the event that the Issuer or any Restricted Subsidiary makes an Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, an amount equal to the Issuer's or such Restricted Subsidiary's existing Investment in such Person;

provided that any amount added pursuant to clauses (1) and (2) of this clause (C) shall not exceed the amount of such Guarantee or Investment previously made and treated as a Restricted Payment and not previously added pursuant to this clause (iii); *provided*, *however*, that no amount will be included under this clause (C) to the extent it is already included under clause (A) above; plus

(D) the amount by which Indebtedness of the Issuer or any Restricted Subsidiary is reduced on the balance sheet of the Issuer or any Restricted Subsidiary upon the conversion or exchange subsequent to the Closing Date of any such Indebtedness for Capital Stock (other than Disqualified Stock) of the Issuer (less the amount of any cash or the Fair Market Value of other property (other than such Capital Stock) distributed by the Issuer or any Restricted Subsidiary upon such conversion or exchange); plus

(E) the amount equal to the net reduction of Investments (other than Permitted Investments) made by the Issuer or any Restricted Subsidiary in any Person resulting from repurchases or redemptions of such Investment by such Person, proceeds realized upon the sale of such Investment, repayments of loans or advances or other transfers of assets (including by way of dividend or distribution) by such Person to the Issuer or any Restricted Subsidiary or the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into any of the Issuer or a Restricted Subsidiary; *provided* that any amount added pursuant to this clause (E) shall not exceed the amount of such Investment previously made and treated as a Restricted Payment; *provided*, *however*, that no amount will be included under this clause (E) to the extent it is already included under clause (A) above; plus

(F) the Starter Amount.

(2) The provisions of the foregoing clause (1) shall not prohibit:

(a) (1) any purchase, repurchase, redemption, retirement, defeasance or other acquisition or retirement for value of Capital Stock (the "*Retired Capital Stock*") or Subordinated Obligations made by exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock (other than Disqualified Stock or other than Capital Stock issued or sold to a Subsidiary of the Issuer) or contributions to the equity capital of the Issuer (collectively, including any such contributions, the "*Refunding Capital Stock*"); and

(2) the declaration and payment of dividends on the Retired Capital Stock out of the proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer) of Refunding Capital Stock, and

(b) (1) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Obligations made by exchange for, or out of the proceeds of the substantially concurrent sale of, Indebtedness that is permitted to be Incurred pursuant to clause (2) of the covenant described under "—*Limitation on Indebtedness*"; (2) any purchase, repurchase, redemption or other acquisition or retirement for value of Disqualified Stock made by exchange for, or out of the proceeds of the substantially concurrent sale of Disqualified Stock; and (3) repurchases of Subordinated Obligations of the Issuer or its Restricted Subsidiaries at a purchase price not greater than (i) 101% of the principal amount of such Subordinated Obligations in the event of a Change of Control or (ii) 100% of the principal amount of such Subordinated Obligations in the event of an Asset Disposition, in each case plus accrued and unpaid interest thereon, to the extent required by the terms of such Subordinated Obligations, but only if: (a) in the case of a Change of Control, the Issuer has first complied with and fully satisfied its obligations under the provisions described under "—*Repurchases at the Option of the Holders of the Notes Upon Change of Control*"; or (b) in the case of an Asset Disposition, the Issuer has complied with and fully satisfied its obligations in accordance with the provisions described under "—*Limitation on Sale of Assets*";

(c) dividends paid in accordance with Applicable Law or the consummation of any irrevocable redemption in accordance with Applicable Law after the date of declaration thereof or giving of the redemption notice, as the case may be, if at such date of declaration or redemption notice such dividend or redemption would have complied with this covenant; *provided*, *however*, that the payment or declaration (or the notice or redemption), as the case may be, but not both the payment and the declaration or notice and the redemption, as the case may be, of such dividend or repurchase will be included in the calculation of the amount of Restricted Payments pursuant to clause (1)(iii) above;

(d) cash payments in lieu of the issuance of fractional shares, or payments to dissenting stockholders (i) pursuant to Applicable Law or (ii) in connection with the settlement or other satisfaction of legal claims made pursuant to or in connection with a consolidation, merger or transfer of assets in connection with a transaction that is not prohibited by this Indenture;

(e) repurchases of Capital Stock deemed to occur upon the exercise of stock options, warrants or other convertible or exchangeable securities to the extent such Capital Stock represents a portion of the exercise price thereof and any repurchase or other acquisition of Capital Stock made in lieu of withholding taxes in connection with any exercise or exchange of stock options, warrants, incentives or other rights to acquire Capital Stock;

(f) any cash discount with respect to the contractual exercise price made to holders of the Issuer's warrants in connection with the exercise of such warrants by the holders thereof;

(g) the repurchase, redemption or other acquisition of any Capital Stock of the Issuer or any direct or indirect parent of the Issuer or any of its Restricted Subsidiaries held by any current or former officer, director, employee or consultant (or their transferees, estates or beneficiaries) of the Issuer or any of its Restricted Subsidiaries pursuant to any equity subscription agreement, shareholder agreement, employment agreement, stock option plan, equity incentive or other plan or similar agreement, in each case in effect as of the Closing Date, in an aggregate amount not to exceed US$10.0 million in each calendar year of the Issuer (with unused amounts in any calendar year being carried over to succeeding calendar years); *provided* that such amount in any calendar year may be increased (and unused amounts carried over to succeeding calendar years) by an amount not to exceed:

(i) the cash proceeds received by the Issuer from the sale of Capital Stock (other than Disqualified Stock) of the Issuer or its Restricted Subsidiaries to employees, directors, officers or consultants of the Issuer or any of its Restricted Subsidiaries that occurs after the Closing Date, plus

(ii) the cash proceeds of key man life insurance policies received by the Issuer or any of its Restricted Subsidiaries after the Closing Date;

(h) Capital Stock repurchased in the open market to equity-settle stock-based compensation awarded to employees or directors of the Issuer or its Subsidiaries in the ordinary course of business;

(i) Restricted Payments in an amount which, when taken together with all Restricted Payments made pursuant to this clause (i) shall not exceed either (x) if the Issuer could Incur at least US$1.00 of additional Indebtedness under clause (1) of the covenant described under "—*Limitation on Indebtedness*," but assuming the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio would not be greater than 1.50:1.00 after giving effect to any such Restricted Payment, US$50.0 million in any fiscal year, or (y) if the Issuer could Incur at least US$1.00 of additional Indebtedness under clause (1) of the covenant described under "—*Limitation on Indebtedness*," but assuming the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio would be greater than 1.50:1.00 but no greater than 2.50:1.00 after giving effect to any such Restricted Payment, US$25.0 million in any fiscal year; *provided*, *however*, that in each case: (A) no Default or Event of Default shall have occurred and be continuing or would occur as a result thereof, and (B) the Issuer delivers an Officers' Certificate to the Trustee (for the avoidance of doubt, no Opinion of Counsel will be required) certifying that, after giving effect to any such Restricted Payment (and any prior Restricted Payments made under this clause (i) during the twelve months ended on the last day of the most recent fiscal quarter for which financial statements have been delivered to the Trustee under the Indenture), (a) the Issuer would maintain an unrestricted cash balance amount of at least US$75.0 million as of the last day of the most recent fiscal quarter for which financial statements have been delivered to the Trustee under the Indenture, and (b) the consolidated funds flow from operations of the Issuer and its Restricted Subsidiaries minus cash used for capital expenditures by the Issuer and its Restricted Subsidiaries during the twelve months ended on the last day of the most recent fiscal quarter for which financial statements have been delivered to the Trustee under the Indenture prior to the relevant Restricted

Payment would be at least US$1.00, it being understood that the Trustee shall not be responsible for monitoring or confirming the foregoing;

(j) Restricted Payments made in exchange for, or out of the net cash proceeds of, a substantially concurrent offering of Capital Stock (other than Disqualified Stock) of the Issuer or of a cash contribution to the common equity of the Issuer;

(k) Restricted Payments by the Issuer or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon (i) the exercise of options or warrants or (ii) the conversion or exchange of Capital Stock of any such Person;

(l) so long as no Default (other than a Default arising under or breach in the performance of the covenant described in "—*Financial Reporting*") or Event of Default has occurred and is continuing, the declaration and payment of regularly scheduled or accrued dividends or distributions to holders of any class or series of Disqualified Stock of the Issuer or any Preferred Stock of any Restricted Subsidiary of the Issuer issued on or after the date of the Indenture in accordance with the covenant described above under the caption "—*Limitation on Indebtedness*";

(m) payments or distributions to dissenting stockholders (i) pursuant to Applicable Law or (ii) in connection with the settlement or other satisfaction of legal claims made pursuant to or in connection with a consolidation, merger or transfer of assets in connection with a transaction that is not prohibited by the Indenture; and

(n) Restricted Payments in an amount which, when taken together with all Restricted Payments made pursuant to this clause (n) shall not exceed US$10.0 million in each calendar year of the Issuer (with unused amounts in any calendar year being carried over to succeeding calendar years); *provided*, *however*, that no Default (other than a Default arising under or breach in the performance of the covenant described in "—*Financial Reporting*") or Event of Default shall have occurred and be continuing or would occur as a result thereof.

The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred, issued, purchased, repurchased, redeemed, retired, defeased or otherwise acquired by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The Fair Market Value of any cash Restricted Payment shall be its face amount. The Fair Market Value of any non-cash Restricted Payment or non-cash properties received in respect of the sale or issuance of Capital Stock, shall be determined by the management of the Issuer acting in good faith. For purposes of determining compliance with the foregoing covenant, in the event that a Restricted Payment (or portion thereof) meets the criteria of more than one of the categories of Restricted Payments described in the preceding clauses (a) through (n), or is permitted pursuant to the first paragraph of this covenant or meets the criteria of one or more clauses contained in the definition of "Permitted Investments," the Issuer will be permitted to divide or classify (or later divide or classify or reclassify in whole or in part in its sole discretion) such Restricted Payment, Investment or other such transaction (or portion thereof) on the date made or later divide or reclassify such Restricted Payment, Investment or other such transaction (or portion thereof) in any manner that complies with this covenant.

Limitation on Sale of Assets

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, make any Asset Disposition unless:

(a) the Issuer or such Restricted Subsidiary receives consideration at the time of such Asset Disposition at least equal to the Fair Market Value (as determined in good faith by the Issuer at the time of contractually agreeing to such disposition) of the shares and/or assets subject to such Asset Disposition;

(b) at least 75% of the consideration thereof received by the Issuer or such Restricted Subsidiary is in the form of cash or Temporary Cash Investments; *provided*, *however*, that the following shall be deemed to be cash for the purposes of this subclause (b): (i) the amount (without duplication) of any consolidated liabilities (as shown on the Issuer's, or such Restricted Subsidiary's, most recent consolidated balance sheet or in the notes thereto) of the Issuer or such Restricted Subsidiary (other than Subordinated Obligations) that is expressly assumed by a party other than the Issuer or a Restricted Subsidiary in connection with such Asset Disposition;

(ii) the amount of any securities received by the Issuer or such Restricted Subsidiary from such transferee that is converted by the Issuer or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of such Asset Disposition; (iii) any Designated Non-cash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Disposition having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (iii) that is at that time outstanding, not to exceed the greater of (x) US$65 million and (y) 6.5% of Consolidated Net Tangible Assets and (iv) assets of comparable Fair Market Value received in exchange for any disposed asset; *provided*, *however*, that any such assets are normally used or useful in a Related Business; and

(c) Within 360 days of the later of the date of such Asset Disposition and the receipt of such Net Available Cash, the Issuer or a Restricted Subsidiary shall apply an amount equal to 100% of the Net Available Cash from such Asset Disposition:

(i) (x)(A) to the extent such Net Available Cash is from an Asset Disposition of Collateral, to reduce, prepay, repay or purchase Pari Passu Indebtedness (other than the Notes); *provided* that the Issuer ratably repurchases the Notes, or (B) to make an offer (in accordance with the procedures set forth below for an Asset Disposition Offer), to redeem Notes as described under "*—Optional Redemption*," or purchase Notes through open market purchases, in privately negotiated transactions or otherwise; or

(y) to the extent such Net Available Cash is from an Asset Disposition that does not constitute Collateral, (x) to reduce, prepay, repay or purchase any Indebtedness secured by a Permitted Lien or any Indebtedness of a Restricted Subsidiary that is not a Guarantor, (y) to reduce, prepay, repay or purchase any Senior Indebtedness that does not constitute Pari Passu Indebtedness or, if such Senior Indebtedness does constitute Pari Passu Indebtedness, Senior Indebtedness that is also secured by a Permitted Lien, or (z) to make an offer (in accordance with the procedures set forth below for an Asset Disposition Offer), to redeem Notes as described under "*—Optional Redemption*," or purchase Notes through open-market purchases or in privately negotiated transactions;

(ii) to make capital expenditures or to reinvest in Permitted Investments (including, without limitation, in Additional Assets); or

(iii) to make an Asset Disposition Offer (as defined in clause (2) below) to purchase Notes and any Pari Passu Indebtedness pursuant to and subject to the conditions set forth in clause (2) below.

Following the application of such Net Available Cash pursuant to clauses (i), (ii) or (iii) above, the amount of Net Available Cash shall be reset at zero and the Issuer or the Restricted Subsidiary shall be entitled to use any remaining proceeds for any corporate purposes to the extent permitted under the Indenture. Pending the final application of any such Net Available Cash, the Issuer may temporarily reduce revolving credit borrowings or otherwise apply such Net Available Cash in any manner that is not prohibited by the terms of the Indenture.

Notwithstanding the foregoing, in the event the Issuer or any of its Restricted Subsidiaries enters into a binding agreement committing to make capital expenditures or any Permitted Investment in compliance with clause (ii) above within 360 days after the receipt of any Net Available Cash from an Asset Disposition (an "*Acceptable Commitment*"), such commitment will be treated as a permitted application of the Net Available Cash from the date of the execution of such agreement until the earlier of (i) the date on which such capital expenditure, acquisition or investment is consummated or such expenditure made or such agreement is terminated, and (ii) the 180th day after the expiration of the aforementioned 360-day period; *provided* that if any Acceptable Commitment is later canceled or terminated for any reason before such Net Available Cash is applied, then such Net Available Cash shall be required to be applied in accordance with this covenant from and after the date of such cancelation or termination.

Notwithstanding the foregoing provisions of this covenant, the Issuer and the Restricted Subsidiaries will not be required to apply any Net Available Cash in accordance with this covenant unless the aggregate Net Available Cash from all Asset Dispositions that is not applied in accordance with this covenant exceeds US$25 million (in which case the Issuer and/or the Restricted Subsidiary shall be required to apply in accordance with this covenant all Net Available Cash that has not previously been applied in accordance with this covenant).

(2) In the event of an Asset Disposition that requires an Asset Disposition Offer to purchase the Notes and any Pari Passu Indebtedness pursuant to clause 1(c)(iii) above, the Issuer will be required to offer to purchase Notes and any Pari Passu Indebtedness tendered pursuant to an offer by the Issuer for the Notes and any Pari Passu Indebtedness (an "*Asset Disposition Offer*") at a purchase price, in the case of the Notes, of 100% of their principal amount plus accrued and unpaid interest (including premium and Additional Amounts, if any) thereon to the date of purchase (or such lesser price with respect to Pari Passu Indebtedness, if any, as may be provided by the terms of such other Indebtedness), in accordance with the procedures set forth in the Indenture and the agreement governing the Pari Passu Indebtedness. If the aggregate principal amount of Notes and other Pari Passu Indebtedness tendered into such Asset Disposition Offer exceeds the amount of Net Available Cash, the Notes and such other Pari Passu Indebtedness will be purchased on a *pro rata* basis.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Disposition Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Asset Dispositions" provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under any provisions of the Indenture by virtue of such conflict.

Limitation on Sale and Lease-Back Transactions

The Issuer will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Lease-Back Transaction unless:

(1) the Issuer and the Restricted Subsidiaries would be entitled pursuant to the provisions of the covenant described above under "*—Limitation on Indebtedness*" to Incur Indebtedness in a principal amount equal to or exceeding the Value of such Capitalized Lease Obligation;

(2) the net proceeds received by the Issuer or any Restricted Subsidiary in connection with such Sale and Lease-Back Transaction are at least equal to the Fair Market Value of such property; and

(3) the Sale and Lease-Back Transaction is treated as an Asset Disposition and all of the conditions of the Indenture described under the "*—Limitation on Sale of Assets*" covenant (including the provisions concerning the application of Net Available Cash) are satisfied with respect to such Sale and Lease-Back Transaction, treating all of the consideration received in such Sale and Lease-Back Transaction as Net Available Cash for purposes of such covenant.

Limitation on Transactions with Affiliates

The Issuer will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of their properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or Guarantee, with, or for the benefit of, any Affiliate (each, an "*Affiliate Transaction*") involving aggregate consideration in excess of US$5.0 million for any Affiliate Transaction or series of related Affiliate Transactions, unless

(1) the Affiliate Transaction is on terms that are no less favorable to the Issuer or the relevant Restricted Subsidiary than those that would have been obtained in a comparable arm's-length transaction by the Issuer or such Restricted Subsidiary with a Person that is not an Affiliate;

(2) the Issuer delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving an aggregate consideration in excess of US$20 million, a resolution of the Board of Directors, set forth in an Officers' Certificate, stating that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors; and

(3) the Issuer delivers to the Trustee with respect to any Affiliate Transaction or series or related Affiliate Transactions involving an aggregate consideration in excess of US$35 million, an opinion as to the

fairness to the Issuer or relevant Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of international standing.

The foregoing provisions will not apply to the following:

(1) transactions between or among the Issuer and/or any of its Restricted Subsidiaries or between or among two or more Restricted Subsidiaries;

(2) Permitted Investments and Restricted Payments not prohibited by the provisions of the Indenture described above under "*—Limitation on Restricted Payments*";

(3) the payment of compensation (including severance arrangements and amounts paid pursuant to employee benefit plans), indemnification, reimbursement or advancement of out-of-pocket expenses and provisions of liability insurance to officers, directors, employees and consultants of the Issuer or any Restricted Subsidiary of the Issuer, so long as the Board of Directors of the Issuer or such Restricted Subsidiary, as the case may be, in good faith shall have approved the terms thereof;

(4) payments or other actions taken under any agreement or Guarantee in effect as of the Closing Date or any amendment, supplement, restatement, replacement, renewal, extension, refinancing thereof or thereto (so long as the renewed or replaced agreement, when taken as a whole, is not more disadvantageous to the Issuer or such Restricted Subsidiary than the original agreement in effect on the Closing Date) or any transaction contemplated thereby;

(5) the issuance or sale of Capital Stock (other than Disqualified Stock) of the Issuer;

(6) any transaction of the Issuer or any Restricted Subsidiary with a Person that is not an Affiliate and that is merged with or into the Issuer, any Restricted Subsidiary or any Affiliate of the Issuer or any Restricted Subsidiary, and, in any such case, such transaction is not entered into as a result of or in connection with or in anticipation of such merger or such Person becoming a Subsidiary of the Issuer, any Restricted Subsidiary or any Affiliate of the Issuer or any Restricted Subsidiary;

(7) any employment, consulting, service or termination agreement, or reasonable and customary indemnification arrangements, entered into by the Issuer or any of its Restricted Subsidiaries with officers and employees of the Issuer or any of its Restricted Subsidiaries and the payment of compensation to officers and employees of the Issuer or any of its Restricted Subsidiaries including amounts paid pursuant to employee benefit plans, employee stock option or similar plans, in each case in the ordinary course of business;

(8) transactions with customers, clients, suppliers, distributors, generators, transporters or purchasers or sellers of goods or services, in each case in the ordinary course of business, on an arm's-length basis and consistent with past practice; and

(9) payments by or to the Issuer and the Restricted Subsidiaries pursuant to tax payment arrangements among the Issuer and the Restricted Subsidiaries on customary terms; *provided* that payments by the Issuer and the Restricted Subsidiaries under any such tax payment arrangements shall not exceed the excess (if any) of the amount they would have paid on a standalone basis over the amount they actually pay directly to governmental authorities.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Issuer will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions permitted by Applicable Law on any Capital Stock of such Restricted Subsidiary owned by the Issuer or any other Restricted Subsidiary;

(2) pay any Indebtedness owed to the Issuer or any other Restricted Subsidiary;

(3) make loans or advances to the Issuer or any other Restricted Subsidiary; or

(4) transfer any of its property or assets to the Issuer or any other Restricted Subsidiary,

provided, *however*, that this prohibition shall not apply to any encumbrances or restrictions:

(a) imposed by the Indenture, the Notes, the Note Guarantees and the Security Documents;

(b) existing under or by reason of Applicable Law or governmental rule, regulation or order applicable other than solely on account of the action or inaction of the Issuer or Restricted Subsidiary;

(c) with respect to any property or assets acquired from a Person which is merged with or into the Issuer or any Restricted Subsidiary, or by reason of any Liens on any property or assets, or relating to or arising under the Indebtedness, of any Person or other entity existing at the time such Person or other entity becomes a Restricted Subsidiary, or any restriction or encumbrance relating to Indebtedness of any such Person and, in any such case, that is not created as a result of or in connection with or in anticipation of any such transaction, and any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any such encumbrance or restriction, so long as the terms are substantially identical to such encumbrance or restriction (other than with respect to the duration thereof); *provided*, *however*, that any such Lien created to secure or provide for the payment of any part of the purchase price of such Person shall not be permitted by this covenant; *provided further*, that such Liens may not extend to any other property owned by the Issuer or any Restricted Subsidiary (other than improvements, accessions, upgrades, accessories and products and proceeds in respect of the property subject to such Liens at the time of such acquisition);

(d) with respect to any property or assets existing at the time of acquisition thereof and which are not created as a result of or in connection with or in anticipation of such acquisition and any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any such encumbrance or restriction, so long as the terms are substantially identical to such encumbrance or restriction (other than with respect to the duration thereof); *provided*, *however*, that any such encumbrance or restriction created to secure or provide for the payment of any part of the purchase price of such Person shall not be permitted by this covenant; *provided further*, that such encumbrance or restriction may not extend to any other property owned by the Issuer or any Restricted Subsidiary;

(e) in the case of encumbrances or restrictions addressed under clauses (3) or (4) above:

(i) that exist by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Issuer or any Restricted Subsidiary not otherwise prohibited by the Indenture;

(ii) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any such lease, license or other contract or contractual right;

(iii) contained in mortgages, pledges or other security agreements permitted under the Indenture securing Indebtedness of the Issuer or a Restricted Subsidiary to the extent such encumbrances or restrictions restrict the transfer of the property subject to such mortgages, pledges or other security agreements;

(f) arising or agreed to in the ordinary course of business, not relating to Indebtedness, and that do not, individually or in the aggregate, detract from the value of the property or assets of the Issuer or any Restricted Subsidiary in any manner material to the Issuer and its Restricted Subsidiaries;

(g) imposed by Purchase Money Obligations for property acquired in the ordinary course of business or by Capitalized Lease Obligations permitted under the Indenture on the property so acquired, but only to the extent that such encumbrances or restrictions restrict the transfer of the property;

(h) by reason of Liens that secure Indebtedness otherwise permitted to be Incurred under the provisions of the covenant described under "*—Limitation on Liens*" above and that limit the right of the debtor to dispose of the assets subject to such Liens;

(i) existing on the Closing Date (including agreements governing Credit Facilities) and any extension, renewal or replacement or successive extensions, renewals or replacements, in whole or in part, of any such encumbrance or restriction, so long as the terms are substantially identical to such encumbrance or restriction (other than with respect to the duration thereof);

(j) imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Capital Stock or assets of the Issuer or such Restricted Subsidiary pending the closing of such sale or disposition; *provided* that the sale or disposition is permitted under the Indenture; and

(k) resulting from restrictions on cash or other deposits or other customary requirements imposed by customers or suppliers under contracts entered into in the ordinary course of business.

Financial Reporting

Whether or not required by the SEC, so long as any Notes are outstanding, the Issuer will file with the SEC for public availability within the time periods specified in the SEC's rules and regulations taking into account any extension of time, deemed filing date or safe harbor contemplated or provided for by Rule 12b-25, Rule 13a-11(c), and Rule 15d-11(c) under the Exchange Act, or General Instruction I.A.3(b) of Form S-3 under the Securities Act, and successor provisions (unless the SEC will not accept such a filing, in which case the Issuer will furnish to the Trustee and, upon its prior request, to any Holder of Notes, within five days of the time period otherwise required for submission as specified in the SEC's rules and regulations):

(1) all quarterly and annual financial and hydrocarbon proved reserve information with respect to the Issuer and its Subsidiaries that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Issuer were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by the Issuer's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Issuer were required to file such reports.

The availability of the foregoing reports on the SEC's EDGAR filing system will be deemed to satisfy the foregoing delivery requirements.

Notwithstanding the foregoing requirement, if the Issuer (which, for this purpose, includes its successor by merger, amalgamation, combination or acquisition) is no longer required to file reports with the SEC under Section 13 or Section 15(d) of the Exchange Act and it is required to file reports or documents with any securities regulatory authority in Canada (by virtue of being a "reporting issuer") or with the UK Listing Authority or another foreign governmental agency or self-regulatory organization in the United Kingdom, then the Issuer will not be required to file with the SEC as described above but will be required to file corresponding information under regulations then applicable to the Issuer with the appropriate Governmental Authority in Canada or the United Kingdom, as applicable.

In addition, the Issuer and the Restricted Subsidiaries have agreed that, for so long as any Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3), if at any time they are not required to file the reports required by the preceding paragraphs with the SEC, they will furnish to the holders of the Notes and to securities analysts and prospective investors in the Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act. In addition, the Issuer will publicly provide such information as may be needed to permit brokers to publish quotations with respect to the Notes under Rule 15c2-11 as in effect from time to time (including as provided under any no action letter at such time). The Issuer and the Restricted Subsidiaries will be deemed to have provided such information to the holders of the Notes, securities analysts and prospective holders of the Notes if the Issuer (which for this purpose, includes its successor by merger, amalgamation, combination or acquisition) has (i) if required to file reports with the SEC, publicly filed reports containing such information via the EDGAR filing system (or successor system) and makes such reports publicly available on the Issuer's website, (ii) if required to file reports or documents with any securities regulatory authority in Canada (by virtue of being a "reporting issuer"), publicly files reports containing such information via the SEDAR filing system (or successor system), or (iii) if required to file reports with the UK Listing Authority or another foreign governmental agency or self-regulatory organization in the United Kingdom, publicly files reports containing such information with the appropriate governmental agency and makes such reports publicly available on the Issuer's website.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such reports, information or documents shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of their covenants under the Indenture (as to which the Trustee is entitled to rely exclusively on an Officers' Certificate).

The Trustee shall not be obligated to monitor or confirm, on a continuing basis or otherwise, the Issuer's compliance with the covenants in the Indenture with respect to the furnishing or posting of such reports, information and documents filed with the SEC or EDGAR, any Governmental Authority in Canada (via the SEDAR filing system (or successor system) or otherwise) or the United Kingdom or on a website or any online data system under the Indenture.

Limitation on Line of Business

The Issuer will not, and will not permit any Restricted Subsidiary, to engage in any business other than a Related Business.

Consolidation, Merger, Conveyance, Sale or Lease

The Issuer will not consolidate with or merge with or into or wind up into (whether or not the Issuer is the surviving corporation), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets, in one or more related transactions, to any Person unless:

(1) the resulting, surviving or transferee Person (if not the Issuer) shall be a Person organized or incorporated and existing under the laws of the United States, any state of the United States or the District of Columbia or a Permitted Foreign Jurisdiction;

(2) if not the Issuer, the Issuer shall be obligated under the Indenture to cause the Person formed by such consolidation or into which the Issuer is merged or the Person which acquires by conveyance or transfer, or which leases, the Issuer's properties and assets substantially as an entirety (determined on a consolidated basis, with its Restricted Subsidiaries) (the "*Successor*"), to expressly assume, by an indenture supplemental to the Indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, the performance of every covenant of the Issuer in the Indenture and to assume all obligations of the Issuer, if any, under the Security Documents;

(3) immediately after giving effect to such transaction on a *pro forma* basis (and treating any Indebtedness which becomes an obligation of the resulting, surviving or transferee Person as a result of such transaction as having been issued by such Person at the time of such transaction) no Default or Event of Default would occur;

(4) immediately after giving effect to such transaction on a *pro forma* basis, either (x) the Successor would be able to Incur at least an additional US$1.00 of Indebtedness pursuant to clause (1) of the covenant described under "— *Limitation on Indebtedness*," or (y) the Consolidated Interest Coverage Ratio would be no less than the Consolidated Interest Coverage Ratio immediately prior to such transactions, and the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio would be no greater than the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio immediately prior to the transactions;

(5) all requisite governmental approvals therefor shall have been obtained;

(6) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease complies with the Indenture and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with the Indenture and that all conditions precedent provided for in the Indenture relating to such transaction have been complied with; and

(7) each Note Guarantor (unless it is the other party to the transactions above, in which case clause (1) shall apply) shall have by supplemental indenture confirmed that its Note Guarantee shall apply to such Person's obligations in respect of the Indenture and the Notes;

provided that clauses (3) and (4) shall not apply to (i) the consolidation, winding up into, transfer or merger of the Issuer with or into a Restricted Subsidiary or the consolidation, winding up into, transfer or merger of a Restricted Subsidiary with or into the Issuer or (ii) if, in the good faith determination of the Board of Directors of the Issuer, the purpose of the transaction is to change the jurisdiction of incorporation of the Issuer.

In addition, the Issuer will not permit any Guarantor to consolidate with or merge with or into or wind up into (other than any merger with or into or winding up into the Issuer or another Guarantor (or a Person that becomes a Guarantor concurrently with the transaction) or to the extent the Guarantor is the surviving Person), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets, in one or more related transactions, to any Person (other than to the Issuer or another Guarantor) unless:

(1) (a) if such Person remains a Guarantor, the resulting, surviving or transferee Person (the "*Successor Guarantor*") is a Person organized or incorporated and validly existing under the laws of the United States, any state of the United States or the District of Columbia, any Permitted Foreign Jurisdiction or any other jurisdiction whose sovereign debt is rated BBB or higher by Standard & Poor's Ratings Group, Inc. and Baa2 or higher by Moody's Investors Service, Inc.;

(b) the Successor Guarantor, if other than such Guarantor and unless such Successor Guarantor is not required to be a Guarantor hereunder, expressly assumes, by an indenture supplemental to the Indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of such Guarantor under the Indenture and its Note Guarantee and to assume all obligations of such Note Guarantor, if any, under the Security Documents or to enter into new Security Documents to the extent required to grant a Lien on the Capital Stock of any successor to a Pledged Subsidiary;

(c) except to the extent that the Successor Guarantor is not required to be a Guarantor hereunder, the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease complies with the Indenture and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with the Indenture and that all conditions precedent provided for in the Indenture relating to such transaction have been complied with; and

(2) the transaction, to the extent constituting an Asset Disposition, is made in compliance with the covenant described under "*—Limitation on Sale of Assets*" (it being understood that only such portion of the Net Available Cash as is required to be applied on the date of such transaction in accordance with the terms of the Indenture needs to be applied in accordance therewith at such time).

Subject to certain limitations described in the Indenture, the Successor Guarantor will succeed to, and be substituted for, such Guarantor under the Indenture and the Note Guarantee of such Guarantor.

Notwithstanding the foregoing, any Guarantor may merge with or into or transfer all or part of its properties and assets to a Guarantor or the Issuer or merge with a Restricted Subsidiary of the Issuer solely for the purpose of reincorporating the Guarantor in the jurisdiction of such Guarantor, the United States, any state of the United States or the District of Columbia, any Permitted Foreign Jurisdiction or any other jurisdiction whose sovereign debt is rated BBB or higher by Standard & Poor's Ratings Group, Inc. and Baa2 or higher by Moody's Investors Service, Inc., so long as the amount of Indebtedness of such Guarantor and its Restricted Subsidiaries is not increased thereby, and the resulting entity remains or becomes a Guarantor to the extent otherwise required under the Indenture (a "*Reincorporation Transaction*").

For purposes of this section, the sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of one or more Subsidiaries of the Issuer, which properties or assets, if held by the Issuer instead of such Subsidiaries, would constitute all or substantially all of the properties or assets of the Issuer on a consolidated basis, shall not be deemed to be the transfer of all or substantially all of the properties or assets of the Issuer so long as such transfer is to one or more Subsidiaries of the Issuer that are Restricted Subsidiaries. Any Subsidiary of the Issuer that is a Restricted Subsidiary may consolidate with, merge into or dispose of all or part of its properties or assets to the Issuer or to another Restricted Subsidiary that is a Subsidiary of the Issuer.

Upon any consolidation, combination or merger or any transfer of all or substantially all of the properties and assets of the Issuer's or Guarantor's, as the case may be, properties and assets substantially as an entirety (determined on a consolidated basis with its Restricted Subsidiaries) in accordance with this covenant, in which the Issuer or Guarantor, as the case may be, is not the continuing corporation, the Successor formed by such consolidation or into which the Issuer or Guarantor as the case may be, is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer or Guarantor, as the case may be, under the Indenture and the Notes with the same effect as if such Successor had been named as such, except in the case of a lease, and the Issuer or Guarantor, as the case may be, shall be discharged from all covenants and obligations under the Indenture and the Notes.

Substitution of the Issuer

The Issuer may, without the consent of any Holder, be substituted by any Wholly Owned Subsidiary of the Issuer as principal debtor in respect of the Notes (in that capacity, the "*Substituted Issuer*"); *provided* that the following conditions are satisfied:

(1) the Substituted Issuer is a Person organized or incorporated and validly existing under the laws of the United States, any state of the United States or the District of Columbia, any Permitted Foreign Jurisdiction or any other jurisdiction whose sovereign debt is rated BBB or higher by Standard & Poor's Ratings Group, Inc. and Baa2 or higher by Moody's Investors Service, Inc.;

(2) the Substituted Issuer, the Issuer and the Trustee as shall sign a supplemental indenture in form reasonably satisfactory to the Trustee and such other documents as necessary under which the Substituted Issuer assumes all of the Issuer's obligations under the Indenture, the Notes and the Security Documents and, unless the Note Guarantors' then existing Note Guarantees remain in full force and effect, substitute Note Guarantees issued by the Note Guarantors in respect of the Notes (collectively, the "*Issuer Substitution Documents*");

(3) The Issuer Substitution Documents will contain covenants to indemnify the Trustee, any Paying Agent and each Holder and beneficial owner of the Notes against all taxes and duties that (a) arise by reason of a law or regulation in effect on the effective date of the substitution or proposed in published form on the effective date of the substitution and, in the case of a published proposal, is reasonably likely to go into effect, that are incurred or levied against the Trustee, any paying agent or such Holder or beneficial owner of the Notes as a result of the substitution and that would not have been so incurred or levied had the substitution not been made, and (b) are imposed on the Trustee, any Paying Agent or such Holder or beneficial owner of the Notes by any political subdivision or taxing authority of any country in which the Trustee, any Paying Agent or such Holder or beneficial owner of the Notes resides or is subject to any such tax or duty and that would not have been so imposed had the substitution not been made; *provided* that any Holder or beneficial owner of such Note making a claim with respect to such tax indemnity shall provide the Issuer with notice of such claim, along with supporting documentation, within two years of the announcement of the substitution of the Issuer; *provided further*, that none of the Issuer, any Paying Agent or any other Person shall be required to indemnify any Holder or beneficial owner of the Notes for any taxes imposed pursuant to FATCA, the laws of any other jurisdiction implementing FATCA, or any agreement between the Issuer or any other Person and the United States or any authority thereof implementing FATCA;

(4) the Issuer has delivered to the Trustee an Opinion of Counsel in the jurisdiction of organization of or incorporation the Substituted Issuer as to the enforceability of the Issuer Substitution Documents against the Substituted Issuer and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with the Indenture and that all conditions precedent provided for in the Indenture

relating to such transaction have been complied with, as well as an Officers' Certificate as to compliance with the provisions described under this section;

(5) no Event of Default has occurred or is continuing, and immediately after giving effect to such transaction no Default or Event of Default would occur;

(6) the substitution will comply with all applicable requirements under the laws of the jurisdiction of organization or incorporation of the Substituted Issuer, Switzerland and the United States; and

(7) the Issuer will become a Note Guarantor by executing a supplemental indenture Guaranteeing the performance of all obligations of the Substituted Issuer under the Indenture and the Notes on a senior basis as of the date of the Issuer Substitution Documents.

Upon the execution of the Issuer Substitution Documents, any substitute Note Guarantees and compliance with the other conditions set forth above, the Substituted Issuer will be deemed to be named in the Notes as the principal debtor in place of the Issuer and the Issuer will be released from all of its obligations under the Notes and the Indenture as principal obligor (however, the Issuer will become a Note Guarantor).

Not later than 10 Business Days after the execution of the Issuer Substitution Documents, the Substituted Issuer will give notice thereof to the Holders.

Notwithstanding any other provision of the Indenture, the Issuer will do or cause to be done all acts and things and promptly execute and deliver any documents or instruments, including any substitute Note Guarantees and an Opinion of Counsel of internationally recognized U.S. counsel, that may be required to ensure that the Note Guarantees by the Note Guarantors are in full force and effect for the benefit of the Holders and beneficial owners of the Notes following the substitution described above. U.S. holders of the Notes may be required to recognize taxable gain (if any) on the Notes as a result of a substitution. See "*Certain U.S. Federal Income Tax Considerations—Substitution of the Issuer.*"

Repurchases at the Option of the Holders of the Notes Upon Change of Control

If a Change of Control occurs, each Holder will have the right to require the Issuer to repurchase all or any part (equal to at least US$200,000 or an integral multiple of US$1,000 in excess thereof) of that Holder's Notes pursuant to a Change of Control Offer (as defined below) on the terms set forth in the Indenture. No such purchase in part shall reduce the Outstanding principal amount at maturity of the Notes held by any Holder to below US$200,000. In the Change of Control Offer, the Issuer will offer a "*Change of Control Payment*" in cash equal to at least 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest and Additional Amounts, if any, on the Notes repurchased, to the date of purchase (subject to the right of the Holders of record on the relevant Record Date to receive interest and Additional Amounts, if any, on the relevant interest Payment Date).

Within 30 days following any Change of Control, the Issuer will make a "*Change of Control Offer*" by giving notice to the Trustee and each Holder of Notes by mailing and publishing such notice in accordance with the provision set out under "*—Notices*" below, describing the transaction or transactions that constitute the Change of Control, the occurrence of a Change of Control and offering to repurchase Notes on the date specified in the notice (the "*Change of Control Payment Date*"), which date will be no earlier than 10 days and no later than 60 days from the date such notice is mailed, pursuant to the procedure required by the Indenture and described in such notice.

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other applicable securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any applicable securities laws or regulations conflict with provisions of this covenant, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue of its compliance with such securities laws or regulations.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The paying agent under the Indenture will promptly mail each Holder of Notes properly tendered the Change of Control Payment for such Notes, and, upon receipt of a written order, the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided*, *however*, that each new note will be in a principal amount of US$200,000 or an integral multiple of US$1,000 in excess thereof. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Issuer to make a Change of Control Offer following a Change of Control shall apply whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the Holders to require that the Issuer repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control if (a) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements, set forth in the Indenture, that are applicable to a Change of Control Offer made by the Issuer and such third party purchases all Notes properly tendered and not withdrawn under the Change of Control Offer or (b) irrevocable notice of redemption has been given pursuant to the Indenture as described above under the caption "*—Optional Redemption*," unless there is a default in payment of the applicable redemption price.

In the event that holders of not less than 90% of the aggregate principal amount of the outstanding Notes accept a Change of Control Offer and the Issuer (or the third party making the Change of Control Offer as provided above) purchases all of the Notes held by such holders, the Issuer will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer described above, to redeem all of the Notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest on the Notes that remain outstanding, to, but excluding, the date of redemption (subject to the right of holders on the relevant record date to receive interest due on an interest payment date that is on or prior to the Redemption Date).

Events of Default

Events of Default with respect to the Notes in the Indenture include (each, an "*Event of Default*"):

(1) default in the payment of any interest (or Additional Amounts, if any) on any Note when it becomes due and payable and such default shall continue unremedied for a period of 30 days;

(2) default in the payment of any principal (or premium, if any) on any Note when it becomes due and payable, whether on the Maturity Date (or on the first or second anniversary prior to the Maturity Date), upon optional redemption, required repurchase or otherwise;

(3) default in the performance, or breach, of any covenant, agreement or obligation of the Issuer, any Note Guarantor or any Restricted Subsidiary contained in the Indenture (including any default under or breach in the performance of the covenant described in "*—Limitation on Restricted Payments*," irrespective of whether the Issuer, any Note Guarantor or any Restricted Subsidiary has the power (corporate or otherwise) to cause compliance with such covenant), the Notes, the Note Guarantee, the Security Documents or any of the other transaction documents, and continuance of such default or breach for a period of 30 consecutive days after there has been given, by registered or certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Noteholders of at least 25% in aggregate principal amount of the Outstanding Notes a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(4) with respect to any of the Issuer, any Note Guarantor or any Restricted Subsidiary, any final and non-appealable judgment or order for the payment of money in excess of US$35 million or its equivalent in other currencies (to the extent not covered by insurance as acknowledged in writing by the insurer) is rendered against the Issuer, any Note Guarantor or any Restricted Subsidiary and such judgment or order remains undischarged or unstayed for a period of 60 days after such judgment becomes final and non-appealable;

(5) either:

(i) the Issuer, any Note Guarantor or any Restricted Subsidiary shall default (as principal or guarantor or other surety) in the payment of principal of any Indebtedness in the principal amount of at least US$35 million in the aggregate (or its equivalent in any other currency) and such default shall have continued for more than any applicable period of grace and any time for payment of such amounts has not been expressly extended, or

(ii) Indebtedness of the Issuer, any Note Guarantor or any Restricted Subsidiary is accelerated by the holders thereof because of a default, and the total amount of such accelerated Indebtedness exceeds US$35 million;

(6) the Note Guarantee of any of the Note Guarantors under the Indenture shall fail to be in full force and effect or is declared null and void or any of the obligors thereunder denies in writing that it has any further liability under the Indenture and the Note Guarantee, or gives written notice to such effect (other than by reason of the termination of the Indenture or the release of the Note Guarantee in accordance with the terms of the Indenture);

(7) unless such Liens have been released in accordance with the provisions of the Security Documents and the Indenture, Liens with respect to all or substantially all of the Collateral shall at any time not constitute valid or enforceable Liens (other than as a result of any action or inaction on the part of the Trustee, the Security Agent or any Holder), or the Issuer shall assert or any Note Guarantor shall assert and not rescind within 30 days of such assertion, in any pleading in any court of competent jurisdiction, that any such security interests are invalid or unenforceable and, in the case of any such Note Guarantor, the Issuer fails to cause such Note Guarantor to rescind such assertions within 30 days after the Issuer has actual knowledge of such assertions; or

(8) certain events of bankruptcy, insolvency, reorganization or other similar laws relating to the Issuer, any Note Guarantor or any Restricted Subsidiary.

The Issuer will be required to provide to the Trustee written notice, within ten Business Days of obtaining knowledge thereof, of any Event of Default. The Indenture provides that the Trustee may withhold notice to the Holders of any Event of Default (except on payment of principal of (or premium, if any on), or interest, if any, on the Notes) if a Responsible Officer or Officers of the Trustee in good faith determines that it is in the interest of the Holders to do so.

The Indenture provides that:

(a) if any Event of Default (other than an Event of Default involving a bankruptcy, insolvency or other similar event in respect of the Issuer) with respect to the Notes specified therein shall have happened and be continuing, either the Trustee acting at the written direction of Holders holding at least 25% of the aggregate principal amount of Outstanding Notes or the Holders of at least 25% of the aggregate principal amount of the Outstanding Notes, may declare the principal amount of all the Notes to be due and payable immediately; and

(b) if an Event of Default involving a bankruptcy, insolvency or other similar event in respect of the Issuer shall have happened,

the principal amount of all the Notes will be immediately due and payable without notice or any other act on the part of the Trustee or any Holder.

However, if all Defaults are cured (except the nonpayment of principal of and accrued interest on Notes that has become due by acceleration) and certain other conditions are met, including the payment to the Trustee of all fees and expenses incurred by the Trustee, its agents and counsel in connection with such default, such declaration may be rescinded by the Holders of not less than a majority of the aggregate principal amount of the Outstanding Notes. In addition, past Defaults with respect to the Notes may be waived by the Holders of not less than a majority of the aggregate principal amount of the Outstanding Notes except a Default in the payment of principal of (or premium, if any) or interest, if any, on any Note.

A Holder shall not have any right to institute any suit, action or proceeding for the enforcement of the Indenture, or for the exercise of any other remedy hereunder unless

(i) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Notes,

(ii) Holders of more than 25% in aggregate principal amount of Outstanding Notes shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee thereunder,

(iii) such Holder or Holders have offered to the Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be Incurred in compliance with such request,

(iv) the Trustee during the 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding, and

(v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority of the principal amount of the Outstanding Notes;

provided, *however*, that no one or more Holders shall have any right to affect, disturb or prejudice in any manner whatsoever the benefit of the Indenture afforded the Notes by its or their action, or to enforce, except in the manner provided therein, any remedy, right or power thereunder. Any suit, action or proceeding shall be instituted and maintained in the manner provided herein for the benefit of the Holders of all Outstanding Notes.

The Issuer will pay interest on overdue principal and premium, if any, at a rate equal to 1.00% per annum in excess of the interest rate on the Notes, and to the extent lawful, it will pay interest on overdue installments of interest from time to time on demand at the same rate.

Defeasance

The Issuer may, at its option and at any time, elect to have the obligations of the Issuer and the Guarantors discharged with respect to the Outstanding Notes and have Liens on the Collateral securing the Notes released ("*Legal Defeasance*"). Such Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the Outstanding Notes, except for:

1. the rights of the Holders to receive payments in respect of the principal of, premium, if any, interest and Additional Amounts, if any, on the Notes when such payments are due;

2. the Issuer's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payments;

3. the rights, powers, trust, duties and immunities of the Trustee, as set forth in the Indenture, and the Issuer's obligations in connection therewith; and

4. the Legal Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have the obligations of the Issuer and the Guarantors released with respect to certain covenants that are described in the Indenture and have Liens on the Collateral securing the Notes released ("*Covenant Defeasance*") and thereafter the failure by the Issuer or any

Restricted Subsidiary to comply with such obligations shall not constitute an Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership and insolvency events) described under "*—Events of Default*" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(a) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders cash in U.S. dollars, non-callable U.S. Government Obligations, or a combination thereof, in such amounts and at such times as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, interest and Additional Amounts, if any, on the Notes on the stated date for payment thereof or on the applicable Redemption Date, as the case may be;

(b) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee, confirming that:

(i) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling; or

(ii) since the date of the Indenture, there has been a change in the applicable U.S. federal income tax law;

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the holders of the Notes for tax purposes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States confirming that the holders of the Notes for tax purposes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of such deposit pursuant to clause (a) of this paragraph (except such Default or Event of Default resulting from the failure to comply with "*—Certain Covenants—Limitation on Indebtedness*" as a result of the borrowing of funds required to effect such deposit);

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach of, or constitute a default under, the Indenture or any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound;

(f) the Trustee shall have received an Officers' Certificate of the Issuer stating that the deposit was not made with the intent of preferring the Holders over any other creditors of the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Issuer or others;

(g) the Trustee shall have received an Officers' Certificate of the Issuer and an Opinion of Counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(h) the Trustee shall have received an Opinion of Counsel (subject to customary qualifications and exclusions) to the effect that the trust resulting from the deposit does not constitute a regulated investment company under the Investment Company Act of 1940.

In the case of either Legal Defeasance or Covenant Defeasance, the Note Guarantees and all obligations with respect to the Quota Pledge Agreements will terminate.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes as expressly provided for in such Indenture) and the Liens on the Collateral securing the Notes and the Note Guarantees will be released without any further action by Holders when:

(a) the Issuer has irrevocably deposited or caused to be deposited with the Trustee as funds in trust for such purpose an amount in U.S. dollars sufficient (or in U.S. Government Obligations sufficient, in the opinion of a nationally recognized firm of independent public accountants) to pay and discharge the entire Indebtedness on the Notes that have not, prior to such time, been delivered to the Trustee for cancellation, for principal of, premium, if any, and any Additional Amounts and accrued and unpaid interest on the Notes to the date of such deposit (in the case of Notes which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be, and the Issuer has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at the applicable Maturity Date or on the Redemption Date, as the case may be, and either:

(i) all Notes that have been authenticated and delivered (other than destroyed, lost or stolen Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust as provided for in the Indenture) have been delivered to the Trustee for cancellation; or

(ii) all Notes that have not been delivered to the Trustee for cancellation (x) have become due and payable (by reason of the mailing of a notice of redemption or otherwise), (y) will become due and payable at Stated Maturity within one year or (z) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the Issuer's name, and at our expense;

(b) the Issuer has paid or caused to be paid all sums payable by the Issuer under the Indenture; and

(c) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that:

(i) all conditions precedent provided in the Indenture relating to the satisfaction and discharge of the Indenture have been satisfied; and

(ii) such satisfaction and discharge will not result in a breach or violation of, or constitute a Default under, the Indenture or any other agreement or instrument to which the Issuer or any Subsidiary is a party or by which the Issuer or any Subsidiary is bound.

Form, Denomination and Registration

Any Notes sold outside the United States to non-U.S. Persons in reliance on Regulation S will be issued in fully registered form without interest coupons attached and only in denominations of US$200,000 and in integral multiples of US$1,000 in excess thereof. Any Notes sold pursuant to Rule 144A will be issued in fully registered form without interest coupons attached and only in denominations of US$200,000 and integral multiples of US$1,000 in excess thereof. No service charge will be made for any registration of transfer or exchange of Notes, but the Trustee may require payment of a sum sufficient to cover any Tax or other government charge payable in connection therewith. The Notes (or beneficial interests therein) may not be transferred unless the principal amount so transferred is in an authorized denomination.

The Global Notes will be deposited on or about the Closing Date with the Trustee as custodian for (and registered in the name of a nominee of) DTC. Except as described in the limited circumstances described under "*Book-Entry, Delivery and Form*," Holders holding beneficial interests in Global Notes through DTC will not be entitled to receive physical delivery of certificated Notes. The Notes are not (and will not be) issuable in bearer form.

Listing

The Original Notes are listed, and the Issuer has received approval in-principle for the listing and quotation of the New Notes, on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this offering memorandum. Approval in-principle from, admission to the Official List of, and listing and quotation of the New Notes on, the SGX-ST are not to be taken as an indication of the merits of the offering, the Notes, the Issuer, the Guarantors or any of their subsidiaries. For as long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes will be traded on the SGX-ST in a minimum board lot size of US$200,000. The Issuer will use its reasonable best efforts to maintain listing of the Notes on the SGX-ST.

Paying Agent

U.S. Bank Trust Company, National Association initially acts as principal paying agent (the "*Paying Agent*") and registrar (the "*Registrar*") for the Notes. The Issuer may appoint other paying agents instead of, or in addition to U.S. Bank Trust Company, National Association. Holders of the Notes will not receive definitive certificates at issuance and are not expected to receive definitive certificates. In the event that a global certificate is exchanged for definitive certificates, for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption. In addition, in the event that a global certificate is exchanged for definitive certificates, an announcement of such exchange shall be made by or on behalf of the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive certificates, including details of the paying agent in Singapore.

Lost, Stolen and Mutilated Notes

In case any Note shall become mutilated, defaced, destroyed, lost or stolen, the Issuer will execute and the Trustee will, upon direction by the Issuer, authenticate, register and deliver a new definitive Note of like tenor (including the same date of issuance) and equal principal amount registered in the same manner, dated the date of its authentication and bearing interest from the date to which interest has been paid on such Note (or if no interest has been paid, from the issue date), in exchange and substitution for such Note (upon surrender and cancellation thereof in the case of mutilated or defaced Notes) or in lieu of and in substitution for such Note. In case a Note is destroyed, lost or stolen, the applicant for a substitute Note shall furnish the Issuer and the Trustee (a) such security or indemnity as may be required by them to save each of them harmless and (b) satisfactory evidence of the destruction, loss or theft of such Note and of the ownership thereof. Upon the issuance of any substituted Note, the Trustee may require the payment by the registered Holder thereof of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any fees and expenses (including those of the Trustee) connected therewith.

With respect to mutilated, defaced, destroyed, lost or stolen definitive Notes, a Holder thereof may obtain new definitive registered Notes from the office of the Transfer Agent.

Notwithstanding any statement herein, the Issuer and the Trustee reserve the right to impose such transfer, certificate, exchange or other requirements, and to require such restrictive legends on Notes, as they may determine are necessary to ensure compliance with the securities laws of the United States and the states therein and any other Applicable Law.

Payments; Registration of Transfer

Among other things, (a) the Registrar will be responsible for maintaining a record of the aggregate holdings of Notes represented by the Global Notes and accepting Notes for exchange and registration of transfer, (b) the Paying Agent will be responsible for making payments in respect of the Notes to the Holders to the extent funds are available therefor (as contemplated by the Indenture) and (c) the Trustee will be responsible for transmitting notices to Holders and from Holders to the Issuer (in each case as contemplated by the Indenture).

The Registrar will keep at its office a register (the "*Register*") in which, subject to such reasonable regulations as it may prescribe, the Trustee will provide for the registration of the Notes and registration of transfers and exchanges of the Notes. In case of a partial transfer of a definitive Note, Notes will be obtainable at the office of the Trustee in connection with such transfer. In accordance with the Indenture, the Issuer may terminate the appointment of the Trustee or appoint additional trustees or other such agents. The Issuer will cause notice of any resignation, termination or appointment of the Trustee, and of any change in the office through which any such agent will act, to be provided to Holders in accordance with "—*Notices*" below.

Distributions

Distributions on the Notes will be made by the Trustee directly to the Holders in accordance with the procedures set forth in the Indenture. Distributions of principal, interest and any other amounts that may be due on the Notes will be made on each relevant Payment Date to the Holders in whose names the Notes were registered as of the close of business on the preceding Record Date. Distributions will be made by check mailed to the address of each such Holder as it appears on the Register maintained by the Registrar or by electronic funds transfer to an account maintained by such Holder with a bank having electronic funds transfer capability. Unless such designation for payment by electronic funds transfer is revoked, any such designation made by such Holder with respect to such Note will remain in effect with respect to any future payments in respect of such Note. The Issuer will pay any administrative costs that are imposed in connection with making payments by wire transfer. The final payment on any Note (including any Global Note registered in the name of the nominee of DTC), however, will be made only upon presentation and surrender of such Note at the office or agency of the Trustee.

Any monies deposited with or paid to the Trustee for the payment of the principal, premium, interest or any other amount due with respect to the Notes and not applied but remaining unclaimed for three years after the date upon which such principal, premium or Additional Amounts (if any), interest or other amount shall have become due and payable, will (to the extent not required to escheat to any Governmental Authority) upon receipt by the Trustee of a written request transfer from the Issuer be repaid by the Trustee to or for the account of the Issuer, and, to the extent permitted by Applicable Law, the Person claiming such money shall thereafter look only to the Issuer for any related payment that it may be entitled to receive, and all liability of the Trustee with respect to such monies shall thereupon cease.

Notices

Any notice or communication to a Holder shall be deemed to have been duly given upon the mailing of such notice by first class mail to such Holder at its registered address as recorded in the Register, or, in the case of Global Notes, delivery in accordance with the applicable procedures of DTC, not later than the latest date, and not earlier than the earliest date, prescribed in the Indenture for the giving of such notice. Any requirement of notice hereunder may be waived by the Person entitled to such notice before or after such notice is required to be given, and such waivers shall be filed with the Trustee.

Modification of the Indenture

The Indenture contains provisions permitting the Issuer, the Note Guarantors and the Trustee and the Security Agent (as applicable), with the consent of the Holders representing at least 50% of the aggregate principal amount of the Outstanding Notes, to modify the Indenture, any supplemental indenture, the Security Documents or the rights of the Holders; *provided*, *however*, that no such modification shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) reduce in any manner the amount of, or alter the priority of, any payments that are required to be made herein on any Note;

(b) reduce any premium and Additional Amounts in respect of any Note;

(c) change any date of payment on any Note;

(d) change the place of payment where, or the coin or currency in which, any Note is payable;

(e) impair any Holder's right to institute suit for the enforcement of any payment on or after the due dates therefor;

(f) reduce the percentage of the Outstanding Notes the consent of which is required for any such amendment, or reduce such percentage required for any waiver or instruction provided for in the Indenture;

(g) release any Guarantor from any of its obligations under its Note Guarantee or the Indenture, except in accordance with the terms of the Indenture;

(h) make any change or modify the ranking of the Notes in a manner that would adversely affect the Holders;

(i) reduce the premium payable upon the redemption or repurchase of any Note or change the time at which any Note may or shall be redeemed or repurchased in accordance with the Indenture; or

(j) modify or amend in any manner adverse to the Holders the terms and conditions of the obligation of the Issuer for the due and punctual payment of the principal of or interest on the Notes.

Notwithstanding the foregoing, without the consent of the Holders of at least 66-2/3% in aggregate principal amount of the Notes then outstanding, no amendment or waiver may (A) make any change in any Security Document or the provisions in the Indenture dealing with Collateral or application of trust proceeds of the Collateral, in each case, with the effect of releasing the Liens on all or substantially all of the Collateral which secure the Notes or (B) change or alter the priority of the Liens securing the Notes in any material portion of the Collateral in any way materially adverse, taken as a whole, to the Holders, other than, in each case, as provided under the terms of the Indenture or the Security Documents.

The Indenture provides that Notes (or beneficial interests therein) owned by the Issuer or any of its Affiliates shall be disregarded and deemed not to be Outstanding for, among other purposes, consenting to any such modification.

Notwithstanding the foregoing, without the consent of any Holder of the Notes, the Issuer, the Trustee and the Security Agent (as applicable) may modify, amend or supplement the Indenture or the Security Documents:

(a) to evidence the succession by another Person to the Issuer and the assumption by any such successor of the covenants in the Indenture and in the Notes of such series in accordance with "*—Certain Covenants—Consolidation, Merger, Conveyance, Sale or Lease*";

(b) to add to the Issuer's covenants and those of any other obligor of the Notes for the benefit of the Holders or to surrender any right or power conferred upon the Issuer or any other obligor of the Notes, as applicable, in the Indenture or in the Notes for the benefit of the Holders of the Notes;

(c) to cure any ambiguity, or to correct or supplement any provision in the Indenture or the Notes that may be defective or inconsistent with any other provision in the Indenture, the Notes or this description in this offering memorandum;

(d) to make any other changes with respect to matters or questions arising under the Indenture or the Notes; *provided* that such changes shall not materially adversely affect the interests of the Holders;

(e) to evidence and provide the acceptance of the appointment of a successor trustee under the relevant Indenture;

(f) to comply with the rules of DTC or with any requirement of the SEC or any Canadian securities regulator with respect to the Notes or the Indenture;

(g) to mortgage, pledge, hypothecate or grant a security interest in favor of the Trustee for the benefit of the Holders as additional security for the payment and performance of the Issuer's obligations under the Indenture, in any property, or assets, including any of which are required to be mortgaged, pledged or hypothecated, or in which a security interest is required to be granted to the Trustee pursuant to the Indenture or otherwise;

(h) to provide for the issuance of Additional Notes in accordance with, and if permitted by, the terms of and limitations set forth in the Indenture;

(i) to add a co-issuer of the Notes, to add any additional Guarantors (whether required by the Indenture or otherwise) or to evidence the release of any Guarantor from its obligations under its Note Guarantee to the extent that such release is not prohibited by the Indenture;

(j) to secure the Notes or the Note Guarantees or to add additional assets as Collateral; and

(k) to release Collateral from the Lien pursuant to the Indenture, the Security Documents and the Intercreditor Agreement when permitted or required by the Indenture, the Security Documents or the Intercreditor Agreement.

In addition, the Issuer, the Trustee and the Security Agent may amend the Intercreditor Agreement and the Security Documents to provide for the addition or replacement of any creditors to such agreements to the extent a *pari passu* lien for the benefit of such creditor is permitted by the terms of the Indenture and may enter into one or more intercreditor agreements with any creditors for whom a junior lien on the Collateral is to be granted (each, a "*Junior Intercreditor Agreement*"); *provided* that the Issuer delivers an Officers' Certificate to the Trustee and Security Agent certifying that the terms thereof are customary and then market and an Officers' Certificate and an Opinion of Counsel that the entry into such Junior Intercreditor Agreement is authorized or permitted by the Indenture.

The Issuer will provide the Trustee and the Security Agent with an Officers' Certificate and Opinion of Counsel certifying that any modification, amendment or supplement of the Intercreditor Agreement and/or the Security Documents is in compliance with the Indenture and of no material adverse effect to Holders.

The Trustee

U.S. Bank Trust Company, National Association is the Trustee under the Indenture. The Trustee's corporate trust office is presently located at 13737 Noel Road, Suite 800, Dallas, TX 75240. The Issuer and its Affiliates may from time to time enter into normal banking and trustee relationships with the Trustee and its Affiliates. In addition, the Trustee may appoint co- or separate trustees to the extent required to meet the legal requirements of a particular jurisdiction.

Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Trustee security or indemnity acceptable to the Trustee. Subject to such provision for indemnification, the Holders of a majority of the principal amount of the Outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee with respect to the Notes, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall determine that the action so directed conflicts with any law or the provisions of the Indenture or subjects the Trustee to personal liability.

Appointment to Fill Vacancy in Office of Trustee

If the Trustee resigns or is removed or if a vacancy exists in the office of the Trustee for any reason, the Issuer will promptly appoint a successor trustee meeting certain eligibility requirements by notifying the Trustee in writing. Within one year after the successor trustee takes office, Holders representing at least 50% of the aggregate principal amount of the Notes then outstanding may appoint a successor trustee reasonably acceptable to the Issuer to replace the successor trustee appointed by the Issuer, and the failure of the Holders to do so will constitute acceptance of the successor trustee appointed by the Issuer as Trustee.

Each successor trustee shall execute, acknowledge and deliver to the Holders, the Issuer and to its predecessor Trustee an instrument accepting such appointment and, upon the resignation or removal of the predecessor Trustee, such appointment shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Trustee. Upon written request of any such successor trustee, the Holders and the Issuer shall execute any and all instruments in writing for fully and certainly vesting in and confirming to such successor trustee all such rights and powers. In the event of a change of Trustee, an announcement regarding such a change shall be made by or on behalf of the Issuer through the SGX-ST.

No Personal Liability of Incorporators, Stockholders, Directors, Officers or Employees

The Indenture provides that there will be no recourse against any incorporator, stockholder, officer, director, employee or controlling Person of the Issuer for the payment of the principal of, premium, if any, or interest on the Notes or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Issuer in the Indenture or the Notes or because of the creation of any Indebtedness represented thereby. Each Holder, by accepting the Notes, waives and releases all such liability.

Governing Law; Consent to Jurisdiction and Service of Process

The Indenture and the Notes provide that they are governed by, and construed in accordance with, the laws of the State of New York. The Issuer has consented to the non-exclusive jurisdiction of (i) the courts of the State of New York and the United States District Court for the Southern District of New York (in either case sitting in Manhattan, New York City), and (ii) the courts of its own corporate domicile, and has irrevocably appointed CT Corporation System ("*CT*") as agent for service of process, with respect to any action that may be brought in connection with the Indenture and the Notes and has irrevocably appointed CT as agent for service of process in respect of any such actions in the State of New York.

The Quota Pledge Agreements provide that they are governed by, and construed in accordance with, Swiss law.

Sovereign Immunity Waiver

The Issuer and each of the Note Guarantors will waive any immunity (including sovereign immunity), to the fullest extent permitted by Applicable Law, from suit, action, proceeding or jurisdiction to which it might otherwise be entitled in any such suit, action or proceeding in any U.S. federal or New York State court in the Borough of Manhattan, the City of New York or in any competent court in Canada or Switzerland.

Currency Indemnity

U.S. dollars are the sole currency of payment for all sums payable by the Issuer or any Guarantor under or in connection with the Indenture or the Notes, including with respect to indemnities. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment, decree or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) in respect of any sum expressed to be due on the Notes and under the Indenture shall only constitute a discharge of such obligation to the extent of the amount of U.S. dollars that the payee of such amounts due is able to purchase in accordance with normal banking or other normal currency exchange procedures with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If such amount of U.S. dollars is more than the amount expressed to be due on the Notes or under the Indenture, if applicable, then the payee shall reimburse such excess to the Issuer or Guarantor. If such amount of U.S. dollars is less than the amount expressed to be due on the Notes or under the Indenture, if applicable, then the Issuer or Guarantor shall indemnify the payee of such amounts against any loss sustained by it as a result. In any event, the Issuer or Guarantor shall indemnify the payee of such amounts against the cost of making any such purchase. In the event any payee under this paragraph finds it impracticable to make a purchase on the date it receives the payment in a currency other than in U.S. dollars, it will be sufficient for the payee of such amounts to certify in a reasonable manner (indicating the sources of information used) that it would have suffered a loss had an actual purchase of U.S. dollars been made with the amount so received in such other currency on the date of receipt or recovery.

Prescription

Claims against the Issuer or any Note Guarantor for the payment of principal or interest and Additional Amounts in respect of the Notes or the Note Guarantee, as the case may be, will be prescribed unless made within six years of the due date for payment of such principal or interest and Additional Amounts.

Certain Defined Terms

The terms listed below have the following meanings when used herein:

"*Additional Amounts*" shall have the meaning given to it under "*—Additional Amounts*."

"*Additional Assets*" shall mean (1) any property or assets (other than Indebtedness and Capital Stock) used or useful in a Related Business, (2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Issuer or another Restricted Subsidiary or (3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary.

"*Additional Notes*" shall have the meaning given to it under "*—Additional Notes*."

"*Affiliates*" of any specified Person shall mean any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "*control*," when used with respect to any Person, shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "*controlling*" and "*controlled*" have meanings correlative to the foregoing.

"*Applicable Law*" shall mean, as to any Person, any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or of a Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"*Applicable Premium*" shall mean, with respect to any Note on any Redemption Date, as determined by the Issuer, the greater of:

(1) 1.0% of the principal amount of such Note; and

(2) the excess of:

(a) the present value at such Redemption Date of (i) the redemption price of such Note, on October 15, 2026 (such redemption price being set forth in the applicable table appearing above under "*—Optional Redemption*") plus (ii) all required interest payments due on the Note through October 15, 2026 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the then outstanding principal amount of such Note.

Prior to the Redemption Date, the issuer will file with the Trustee an Officers' Certificate setting forth the Applicable Premium and the Treasury Rate and showing the calculation of such in reasonable detail.

"*Asset Disposition*" shall mean any sale, lease, transfer or other disposition (or series of related sales, leases, transfers or dispositions) by the Issuer or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a "disposition") of:

(1) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by Applicable Law to be held by a Person other than the Issuer or a Restricted Subsidiary); or

(2) any other assets of the Issuer or any Restricted Subsidiary outside of the ordinary course of business of the Issuer or such Restricted Subsidiary;

provided, *however*, that the following shall not constitute Asset Dispositions:

(a) a sale, lease, transfer or other disposition to the Issuer or a Restricted Subsidiary;

(b) a Permitted Investment or Restricted Payment not prohibited by the covenant described under "*—Certain Covenants—Limitation on Restricted Payments*";

(c) a sale, lease, transfer or other disposition of assets in a transaction or series of related transactions with a Fair Market Value of less than US$20.0 million;

(d) a sale, lease, transfer or other disposition of Temporary Cash Investments or goods held for sale in the ordinary course of business, or sales of Hydrocarbons in the ordinary course of business;

(e) transactions permitted under the covenant described under "*—Certain Covenants—Consolidation, Merger, Conveyance, Sale or Lease*";

(f) the lease, assignment or sublease of any real or personal property in the ordinary course of business;

(g) the sale, lease, transfer or other disposition of assets in a Sale and Lease-Back Transaction, if otherwise permitted pursuant to the covenant described under "*—Certain Covenants—Limitation on Sale Leaseback Transactions*";

(h) the Incurrence of any Lien permitted by the covenant described under "*—Certain Covenants—Limitation on Liens*" and the sale, lease, transfer or other disposition of the asset or property subject to such Lien;

(i) the sale or other disposition of Oil and Gas Properties to which no proved reserves are attributable (and Capital Stock in Subsidiaries owning Oil and Gas Properties to which no proved reserves are attributable), including farmouts of undeveloped acreage to which no proved reserves are attributable and assignments in connection with such farmouts;

(j) [reserved];

(k) the sale, lease or other disposition of equipment, inventory, products, services, accounts receivable or other assets in the ordinary course of business, including in connection with any compromise, settlement or collection of accounts receivable;

(l) the licensing or sublicensing of intellectual property, including, without limitation, licenses for seismic data, in the ordinary course of business and which do not materially interfere with the business of the Issuer and any of its Restricted Subsidiaries;

(m) surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(n) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(o) dispositions of Oil and Gas Properties in exchange for Oil and Gas Properties held by another Person;

(p) Production Payments and Reserve Sales; *provided* that all such Production Payments and Reserve Sales (other than incentive compensation programs on terms that are reasonably customary in the oil and gas business for geologists, geophysicists and other providers of technical services) either (i) are in an aggregate amount that shall not exceed US$50 million or (ii) will have been created, incurred, issued, assumed or Guaranteed in connection with the financing of, and within 60 days after the acquisition of, the oil and gas properties that are subject thereto; and

(q) a sale, lease, transfer or other disposition of obsolete, surplus or worn-out equipment or other obsolete assets or other property which is uneconomical and no longer useful for the Issuer or any Restricted Subsidiary in the ordinary course of business.

"*Average Life*" shall mean, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the quotient obtained by dividing (1) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by (2) the sum of all such payments.

"*Board of Directors*" shall mean, with respect to any Person, the board of directors of such Person or any committee thereof duly authorized to act on behalf of the board of directors of such Person or similar governing body in the case of a non-incorporated Person.

"*Business Day*" shall mean any day other than a Saturday, Sunday or other day on which banking institutions in New York City, New York, are permitted or required by Applicable Law, regulation or executive order, to remain closed.

"*Capital Stock*" of any Person shall mean any and all shares, quotas, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"*Capitalized Lease Obligations*" shall mean an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with GAAP, and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"*Change of Control*" shall mean the occurrence of any of the following events:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to the Issuer or one of its Restricted Subsidiaries;

(2) the consummation of any transaction (including without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding Voting Stock of the Issuer, measured by voting power rather than number of shares;

(3) the Issuer consolidates or amalgamates with, or merges with or into, any Person, or any Person consolidates or amalgamates with, or merges with or into, the Issuer, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Issuer or such other Person, as applicable, is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Voting Stock of the Issuer outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person immediately after giving effect to such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Issuer.

Notwithstanding the preceding, neither a Reincorporation Transaction nor a conversion of the Issuer or any of its Restricted Subsidiaries from a limited partnership, corporation, limited liability company or other form of entity to a limited liability company, corporation, limited partnership or other form of entity or an exchange of all of the outstanding Equity Interests in one form of entity for Equity Interests in another form of entity shall constitute a Change of Control, so long as following such conversion or exchange the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who Beneficially Owned the Capital Stock of the Issuer immediately prior to such transactions continue to Beneficially Own in the aggregate more than 50% of the Voting Stock of such entity, or continue to Beneficially Own sufficient Equity Interests in such entity to elect a majority of its directors, managers, trustees or other Persons serving in a similar capacity for such entity or its general partner, as applicable.

"*Change of Control Offer*" shall have the meaning given to it under "*—Repurchases at the Option of the Holders of the Notes Upon Change of Control*."

"*Change of Control Payment*" shall have the meaning given to it under "*—Repurchases at the Option of the Holders of the Notes Upon Change of Control*."

"*Change of Control Payment Date*" shall have the meaning given to it under "*—Repurchases at the Option of the Holders of the Notes Upon Change of Control*."

"*Closing Date*" shall mean the first date on which the Notes are issued, authenticated and delivered under the Indenture.

"*Collateral*" shall mean any and all assets from time to time in which a Security Interest has been or will be granted on the Closing Date or from time to time thereafter pursuant to any Security Document to secure the obligations under the Indenture, the Notes and/or any Note Guarantee and excluding any Excluded Assets.

"*Consolidated Adjusted EBITDA*" shall mean, for any period, without duplication, the Consolidated Net Income for such period, plus the following, without duplication and to the extent deducted (and not added back) in calculating such Consolidated Net Income:

(1) Consolidated Interest Expense and consolidated financial costs;

(2) Consolidated Income Tax Expense;

(3) consolidated depletion, depreciation and accretion expense of the Issuer and its Restricted Subsidiaries;

(4) consolidated amortization expense or asset impairment charges of the Issuer and its Restricted Subsidiaries;

(5) other non-cash charges of the Issuer and its Restricted Subsidiaries (including, without limitation, any non-cash compensation expenses, non-cash unrealized gains/losses on foreign exchange translation, commodity and foreign currency derivatives and investments, loss on extinguishment of Indebtedness, doubtful account expense, gains/losses on sale or acquisition of oil and gas properties or Capital Stock in Persons holding such properties, but excluding any non-cash charge to the extent it represents an accrual of or reserve for cash charges in any future period or amortization of a prepaid cash expense that was paid in a prior period not included in the calculation);

(6) consolidated foreign exchange gains or losses;

(7) [reserved];

(8) consolidated exploration expense of the Issuer and its Restricted Subsidiaries;

(9) any expenses or charges related to any issuance of Capital Stock, making of any Investment, acquisition, disposition, recapitalization or the incurrence or repayment of Indebtedness permitted to be incurred by the Indenture (including a refinancing thereof) (whether or not successful), including (i) such fees, expenses or charges related to the Notes or any Credit Facilities, (ii) any amendment or other modification of the Notes or other Indebtedness and (iii) any additional interest in respect of the Notes;

(10) [reserved];

(11) accretion of asset retirement obligations in accordance with FASB ASC 410-20 and under similar requirements for any other jurisdiction;

(12) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness, Hedging obligations or other derivative instruments; plus

(13) all adjustments of the nature used in connection with the calculation of "Adjusted EBITDA" as set forth in "*Summary—Summary of Consolidated Financial Data—Non-GAAP Measures*" in the exchange offering memorandum and consent solicitation statement relating to the Original Notes to the extent such adjustments, without duplication, continue to be applicable to such period,

if applicable for such period; and less, to the extent included in calculating such Consolidated Net Income and in excess of any costs or expenses attributable thereto that were deducted (and not added back) in calculating such Consolidated Net Income, non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Adjusted EBITDA in any prior period).

Notwithstanding the preceding sentence, clauses (1) through (13) relating to amounts of a Restricted Subsidiary of the referent Person will be added to Consolidated Net Income to compute Consolidated Adjusted EBITDA of such Person only in the same proportion that the net income of such Restricted Subsidiary was included in calculating the Consolidated Net Income of such Person.

"*Consolidated Income Tax Expense*" shall mean, with respect to any period, the provision for federal, state, local and foreign income taxes (including state franchise taxes accounted for as income taxes in accordance with GAAP) of the Issuer and its Restricted Subsidiaries for such period as determined in accordance with GAAP.

"*Consolidated Interest Coverage Ratio*" shall mean at any date, (i) the Consolidated Adjusted EBITDA for the most recently ended period of four consecutive fiscal quarters for which financial statements of the Issuer have been provided to the Trustee pursuant to the covenant described under "*—Certain Covenants—Financial Reporting*" (the "*trailing four quarters*"), divided by (ii) the Consolidated Interest Expense, Net for such period; *provided* that:

(1) if the Issuer or any Restricted Subsidiary has

(a) Incurred any Indebtedness since the beginning of the trailing four quarters that remains outstanding on the date of the transaction giving rise to the need to calculate the Consolidated Interest Coverage Ratio or if the transaction giving rise to the need to calculate the Consolidated Interest Coverage Ratio is an Incurrence of Indebtedness, Consolidated Adjusted EBITDA and Consolidated Interest Expense, Net for such trailing four quarters shall be calculated on a *pro forma* basis as if such Indebtedness had been Incurred on the first day of such trailing four quarters (except that in making such computation, the amount of Indebtedness under any revolving credit facility outstanding on the day of such calculation will be deemed to be

(i) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which such facility was outstanding, or

(ii) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation); or

(b) repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case, other than Indebtedness Incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Interest Coverage Ratio, Consolidated Adjusted EBITDA and Consolidated Interest Expense, Net for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period and as if the Issuer or such Restricted Subsidiary has not earned the interest income, if any, actually earned during such period in respect of cash or Temporary Cash Investments used to repay, repurchase, defease or otherwise discharge such Indebtedness;

(2) if since the beginning of such period the Issuer or any Restricted Subsidiary shall have made any Asset Disposition, then giving *pro forma* effect to such disposition during such period on Consolidated Adjusted EBITDA and Consolidated Interest Expenses for such period;

(3) if since the beginning of such period, the Issuer or any Restricted Subsidiary (by merger or otherwise) shall have made an Investment in any Person that is merged with or into the Issuer or any Restricted Subsidiary (or any Person that becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, then giving pro forma effect to such

Investment or acquisition on the Consolidated Adjusted EBITDA and Consolidated Interest Expense, Net for such period;

(4) any such *pro forma* calculation may include adjustments appropriate, without duplication to reflect:

(a) any such acquisition to the extent such adjustments may be reflected in the preparation of pro forma financial information in accordance with the requirements of Article 11 of Regulation S-X under the Exchange Act, as amended,

(b) the annualized amount of cost reductions reasonably expected to be realized in the six months following any such acquisition made during any of the four fiscal quarters constituting the four-quarter reference period prior to the date of determination, *provided, however*, that in each case such adjustments are set forth in an Officers' Certificate that states (i) the amount of such adjustment or adjustments, (ii) that such adjustment or adjustments are based on the reasonable good faith beliefs of the officers executing such Officers' Certificate at the time of such execution and (iii) that any related Incurrence of Indebtedness is permitted pursuant to the Indenture; and

(5) if since the beginning of such period, any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period) shall have made any Asset Disposition or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (2) or (3) above if made by the Issuer or a Restricted Subsidiary during such period, Consolidated Adjusted EBITDA and Consolidated Interest Expense, Net for such period shall be calculated after giving *pro forma* effect thereto as if such Asset Disposition, Investment or acquisition of assets occurred on the first day of such period.

For purposes of this definition, whenever *pro forma* effect is to be given to an acquisition of assets and the amount of income, earnings or cost reductions relating thereto, the *pro forma* calculations shall be determined in good faith by a responsible financial or accounting officer of the Issuer. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term as at the date of determination in excess of twelve months).

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"*Consolidated Interest Expense, Net*" shall mean, for any period and with respect to the Issuer and its Restricted Subsidiaries, the aggregate amount of consolidated interest expense in respect of Indebtedness, net of consolidated interest income, accrued (including, but not limited to, any amount thereof capitalized) of the Issuer and its Restricted Subsidiaries during such period, as determined in accordance with GAAP.

"*Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio*" shall mean at any date (1)(i) Consolidated Total Indebtedness as of such date minus (ii) the cash and cash equivalents of the Issuer and its Restricted Subsidiaries as of such date; divided by (2) Consolidated Adjusted EBITDA for the most recently ended period of four consecutive fiscal quarters for which financial statements of the Issuer have been delivered to the Trustee pursuant to the covenant described under "*—Certain Covenants—Financial Reporting*" in each case with such pro forma adjustments giving effect to such Indebtedness, acquisition, Investment or other transaction, as applicable, since the start of such four quarter period and as are consistent with the pro forma adjustments set forth in the definition of "Consolidated Interest Coverage Ratio" (the "*trailing four quarters*"), *provided* that:

(1) if the Issuer or any Restricted Subsidiary has

(a) Incurred any Indebtedness since the beginning of the trailing four quarters that remains outstanding on the date of the transaction giving rise to the need to calculate the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio or if the transaction giving rise to the need to calculate the

Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio is an Incurrence of Indebtedness, Indebtedness at the end of such period, Consolidated Adjusted EBITDA and Consolidated Total Indebtedness for such trailing four quarters shall be calculated on a pro forma basis as if such Indebtedness had been Incurred on the first day of such trailing four quarters (except that in making such computation, the amount of Indebtedness under any revolving credit facility outstanding on the day of such calculation will be deemed to be

(i) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which such facility was outstanding or

(ii) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation)

(b) repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case, other than Indebtedness Incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Net Debt to Consolidated Adjusted EBITDA Ratio, Consolidated Adjusted EBITDA for such period shall be calculated on a *pro forma* basis as if such discharge had occurred on the first day of such period and as if the Issuer or such Restricted Subsidiary had not earned the interest income actually earned during such period in respect of cash or Temporary Cash Investments used to repay, repurchase, defease or otherwise discharge such Indebtedness;

(2) if since the beginning of such period the Issuer or any Restricted Subsidiary shall have made any Asset Disposition, then giving *pro forma* effect to such disposition during such period on the Consolidated Adjusted EBITDA;

(3) if since the beginning of such period, the Issuer or any Restricted Subsidiary (by merger or otherwise) shall have made an Investment in any Person that is merged with or into the Issuer or any Restricted Subsidiary (or any Person that becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, then giving pro forma effect to such Investment or acquisition on the Consolidated Adjusted EBITDA and Consolidated Interest Expense, Net for such period;

(4) any such pro forma calculation may include adjustments appropriate to reflect, without duplication:

(a) any such acquisition to the extent such adjustments may be reflected in the preparation of pro forma financial information in accordance with the requirements of Article 11 of Regulation S-X under the Exchange Act, as amended, and

(b) the annualized amount of cost reductions that have occurred or are reasonably expected to be realized in the six months following any such acquisition made during any of the four fiscal quarters constituting the four-quarter reference period prior to the date of determination;

provided, *however*, that in each case such adjustments are set forth in an Officers' Certificate that states (i) the amount of such adjustment or adjustments, (ii) that such adjustment or adjustments are based on the reasonable good faith beliefs of the officers executing such Officers' Certificate at the time of such execution and (iii) that any related Incurrence of Indebtedness is permitted pursuant to the Indenture; and

(5) if since the beginning of such period, any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period) shall have made any Asset Disposition or any Investment or acquisition of assets that would have required an adjustment pursuant to clauses (2) or (3) above if made by the Issuer or a Restricted Subsidiary during such period,

Consolidated Adjusted EBITDA for such period shall be calculated after giving *pro forma* effect thereto as if such Asset Disposition, Investment or acquisition of assets occurred on the first day of such period.

For purposes of this definition, whenever *pro forma* effect is to be given to an acquisition of assets and the amount of income, earnings or cost reductions relating thereto, the *pro forma* calculations shall be determined in good faith by a responsible financial or accounting officer of the Issuer. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term as at the date of determination in excess of twelve months).

"*Consolidated Net Income*" shall mean, for any period and with respect to the Issuer, the consolidated net income (loss) of the Issuer and its Restricted Subsidiaries for such period as determined in accordance with GAAP; *provided*, *however*, that, without duplication:

(1) any net after-tax extraordinary, nonrecurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses or charges, any severance expenses, relocation expenses, curtailments or modifications to pension and post-retirement employee benefit plans and any expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternate uses and fees, in each case, shall be excluded;

(2) the Consolidated Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period;

(3) any net after-tax gains or losses from disposed, abandoned, transferred, closed or discontinued operations or fixed assets and any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed or discontinued operations or fixed assets shall be excluded;

(4) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by management of the Issuer) shall be excluded;

(5) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness, Hedging Obligations or other derivative instruments shall be excluded;

(6) (a) the Consolidated Net Income for such period of any Person that is not a Subsidiary of such Person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period and (b) the Issuer's equity in the net loss of any such Person for such period shall be included to the extent such loss has been funded with cash from the Issuer or a Restricted Subsidiary during such period;

(7) any non-cash expense realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights shall be excluded;

(8) any (a) non-cash compensation charges, (b) costs and expenses after the Closing Date related to employment of terminated employees, or (c) costs or expenses realized in connection with or resulting from stock appreciation or similar rights, stock options or other rights existing on the Closing Date of officers, directors, managers and employees, in each case of such Person or any Restricted Subsidiary, shall be excluded;

(9) (a) Consolidated Net Income shall be calculated without deducting the income attributable to, or adding the losses attributable to, the minority equity interests of third parties in any non-Wholly Owned Restricted Subsidiary except to the extent of dividends declared or paid in respect of such period or any prior period on the shares of Capital Stock of such Restricted Subsidiary held by such third parties and (b) any ordinary

course dividend, distribution or other payment paid in cash and received from any Person in excess of amounts included in clause (6) above shall be included;

(10) Non-cash charges for deferred tax asset valuation allowances shall be excluded (except to the extent reversing a previously recognized increase to net income); and

(11) all unrealized gains or losses in connection with Hedging Agreements or other derivative instruments shall be excluded.

"*Consolidated Net Tangible Assets*" shall mean, of any Person, the aggregate amount of assets of such Person and its Subsidiaries after deducting therefrom (to the extent otherwise included therein) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, all as set forth on the most recent quarterly or annual (as the case may be) consolidated balance sheet (prior to the relevant date of determination for which internal financial statements are available) of such Person and its Subsidiaries in accordance with GAAP.

"*Consolidated Total Indebtedness*" shall mean, as of any date and with respect to the Issuer, the consolidated Indebtedness as of such date of the Issuer and its Restricted Subsidiaries, other than Subordinated Obligations.

"*Consolidation*" shall mean the consolidation of the accounts of the Issuer with those of its Restricted Subsidiaries in accordance with GAAP consistently applied; *provided*, *however*, that Consolidation will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of the Issuer or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an investment. The term "*Consolidated*" has a correlative meaning.

"*Corporate Trust Office*" shall mean the office of the Trustee on the Closing Date located at 13737 Noel Road, Suite 800, Dallas, TX 75240, or such other office as the Trustee may from time to time designate in writing to the Issuer.

"*Covenant Defeasance*" shall have the meaning given to it under "*—Defeasance*."

"*Covenant Suspension Event*" shall have the meaning given to it under "*—Certain Covenants*."

"*Credit Agreement*" shall mean that certain Facility Agreement, dated August 18, 2022, among Gran Tierra Energy Colombia GmbH and Gran Tierra Operations Colombia GmbH, as borrowers, the Issuer, as guarantor, and Trafigura Pte Ltd., as lender, as amended by the Deed of Amendment and Restatement, dated September 19, 2023, by and among Gran Tierra Energy Colombia GmbH and Gran Tierra Operations Colombia GmbH, as borrowers, the Issuer, as guarantor, and Trafigura Pte Ltd., as lender, and including, without limitation, any related notes, debentures, pledges, guarantees, security documents, instruments and agreements executed from time to time in connection therewith, and in each case as amended, supplemented, restated, modified, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified, in whole or in part, from time to time, including any agreement extending the maturity of, refinancing, replacing or otherwise restructuring or adding the Issuer or any of its Subsidiaries as replacement or additional borrowers or guarantors thereunder, and all or any portion of the Indebtedness and other obligations under such agreement or agreements or any successor or replacement agreement or any agreements, and whether by the same or any other agent, lender or group of lenders.

"*Credit Facilities*" shall mean one or more credit or debt facilities, commercial paper facilities or Debt Issuances, in each case with banks, investment banks, insurance companies, mutual funds, other institutional lenders or institutional investors providing for, among other things, revolving credit loans, term loans, term debt, debt securities, receivables financing (including through the sale of receivables to such lenders, other financiers or to special purpose entities formed to borrow from such lenders or other financiers against such receivables), letters of credit or letter of credit guarantees, bankers' acceptances, other borrowings or Debt Issuances, in each case, as amended, supplemented, restated, modified, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified, in whole or in part, from time to time, and any agreements and related documents governing Indebtedness or obligations incurred to refinance amounts then outstanding or permitted to be outstanding, whether or not with the original administrative agent, lenders, investment banks, insurance companies, mutual funds, other institutional lenders or institutional investors and whether provided under the original agreement, indenture or other documentation relating thereto.

"*Currency Agreement*" shall mean, with respect to any Person, any foreign exchange contract, currency swap agreement or other similar agreement or arrangement to which such Person is a party or of which it is a beneficiary.

"*Debt Issuances*" shall mean, with respect to the Issuer or any Restricted Subsidiary of the Issuer, one or more issuances after the Closing Date of Indebtedness evidenced by notes, debentures, bonds or other similar securities or instruments.

"*Default*" shall mean any event that is, or after notice or passage of time or both would be, an Event of Default.

"*Designated Non-cash Consideration*" shall mean the Fair Market Value (as determined in good faith by the Issuer) of non-cash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Disposition that is so designated as Designated Non-cash Consideration pursuant to an Officers' Certificate, setting forth such valuation.

"*Disqualified Stock*" shall mean, with respect to any Person, any Capital Stock that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event: (1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise; (2) is convertible or exchangeable for Indebtedness or Disqualified Stock; or (3) is redeemable at the option of the Holder thereof, in whole or in part; in each case on or prior to the 91st day after the final Maturity Date of the Notes; *provided*, *however*, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving Holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the 91st day after the final Maturity Date of the Notes shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the provisions of the covenants described under "*—Certain Covenants—Limitation on Sale of Assets*" or under "*—Repurchases at the Option of the Holders of the Notes Upon Change of Control*," as the case may be.

"*Dollar-Denominated Production Payments*" shall mean production payment obligations recorded as liabilities in accordance with GAAP, together with all undertakings and obligations in connection therewith.

"*Domestic Subsidiary*" shall mean any Subsidiary of the Issuer that was formed under the laws of the United States or any state of the United States or the District of Columbia (and, for the avoidance of doubt, excluding Puerto Rico).

"*DTC*" shall mean The Depository Trust Company, a New York corporation.

"*Equity Offering*" shall mean any issuance or sale of Capital Stock (other than Disqualified Stock) of the Issuer (or any direct or indirect parent of the Issuer to the extent the net proceeds therefrom are contributed to the common equity capital of the Issuer or used to purchase equity interests (other than Disqualified Stock) of the Issuer) or warrants, options or other rights to acquire Capital Stock (other than Disqualified Stock) of the Issuer after the Closing Date, other than any issuance pursuant to employee benefit plans or otherwise in compensation to officers, directors or employees.

"*Exchange Act*" shall mean the United States Securities Exchange Act of 1934, as amended.

"*Excluded Assets*" shall mean any of the following:

(1) any "margin stock" within the meaning of such term under Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time;

(2) any asset if the granting of a security interest or pledge under the Security Documents in such asset would be prohibited by any law, rule or regulation or agreements with any Governmental Authority or would require the consent, approval, license or authorization of any Governmental Authority unless such consent, approval, license or authorization has been received (except to the extent such prohibition or restriction is ineffective under the UCC or any similar Applicable Law in any relevant jurisdiction and other than proceeds thereof, to the extent the assignment of such proceeds is effective under the UCC or any similar Applicable Law in any relevant jurisdiction notwithstanding any such prohibition or restriction);

(3) Capital Stock in any joint venture or Restricted Subsidiary that is not a Wholly Owned Subsidiary, to the extent that granting a pledge of or a security interest in such Capital Stock under the Security Documents would not be permitted by the terms of such joint venture or such Restricted Subsidiary's Organizational Documents;

(4) [reserved];

(5) assets in circumstances where the Applicable Authorized Representative and the Issuer reasonably agree that the cost of obtaining or perfecting a security interest under the Security Documents in such assets is excessive in relation to the benefit afforded thereby;

(6) any Property of any Unrestricted Subsidiary and any Capital Stock of an Unrestricted Subsidiary owned by the Issuer or any of its Subsidiaries;

provided, *however*, that assets described above that were deemed "Excluded Assets" as a result of a prohibition or restriction described above shall no longer be "Excluded Assets" upon termination of the applicable prohibition or restriction that caused such assets to be treated as "Excluded Assets."

"*Excluded Subsidiary*" shall mean (i) each Restricted Subsidiary that is prohibited from providing a Note Guarantee by any requirement of law or that would require consent, approval, license or authorization of a Governmental Authority to provide a Note Guarantee as determined in good faith by the Board of Directors of the Issuer whose determination will be conclusive, (ii) each Restricted Subsidiary that is prohibited by any applicable contractual requirement from providing a Note Guarantee on the Closing Date or at the time such Restricted Subsidiary becomes a Restricted Subsidiary (to the extent not incurred in connection with becoming a Restricted Subsidiary and in each case for so long as such restriction or any replacement or renewal thereof is in effect), (iii) any Immaterial Subsidiary and (iv) any Unrestricted Subsidiary.

"*Fair Market Value*" shall mean, with respect to any asset, the price which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing buyer, neither of which is under compulsion to complete the transaction, and, unless otherwise specified herein (except for assets consisting of publicly traded securities), as determined in good faith by the Board of Directors or a member of senior management of the Issuer.

"*Farm-In Agreement*" shall mean an agreement whereby a Person agrees to pay all or a share of the drilling, completion or other expenses of an exploratory or development well (which agreement may be subject to a maximum payment obligation, after which expenses are shared in accordance with the working or participation interests therein or in accordance with the agreement of the parties) or perform the drilling, completion or other operation on such well in exchange for an ownership interest in an oil or gas property.

"*Farm-Out Agreement*" shall mean a Farm-In Agreement, viewed from the standpoint of the party that transfers an ownership interest to another.

"*FATCA*" shall mean Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the "*Code*"), as of the date of the exchange offering memorandum and consent solicitation statement relating to the Original Notes (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreements with respect thereto, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

"*GAAP*" shall mean (1) any accounting principles that are recognized as being generally accepted in the United States which are in effect from time to time; *provided*, *however*, that if any such accounting principle with respect to the accounting for leases (including Capitalized Lease Obligations) changes after the Closing Date, the Issuer may, at its option, elect to employ such accounting principle as in effect on the Closing Date, in each case as in effect on the first date of the period for which the Issuer is making such an election and thereafter as in effect from time to time.

"*Governmental Authority*" shall mean any nation or government, any state, province or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a government and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"*Guarantee*" shall mean any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of any Person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided*, *however*, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "*Guarantee*" used as a verb has a correlative meaning.

"*Hedging Agreement*" shall mean (a) any and all Interest Rate Agreement, Currency Agreement, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts or any other similar transactions or any combination or the foregoing (including any option to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, traded at the over-the-counter or standardized markets and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or are governed by any form of master agreement published by the International Swaps and Derivative Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (including such master agreement, together with any related schedules, a "*Master Agreement*") including any such obligations or liabilities under any Master Agreement.

"*Hedging Obligations*" of any Person shall mean the obligations of such Person pursuant to any Hedging Agreement.

"*Hydrocarbons*" shall mean oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, natural gas liquids, and all constituents, elements or compounds thereof and products refined or processed therefrom.

"*Immaterial Subsidiary*" shall mean each Restricted Subsidiary of the Issuer (a) whose proportionate share of Consolidated Net Total Assets (after intercompany eliminations) is less than 1.0% as of the end of the most recently completed fiscal quarter for which annual or quarterly financial statements are available, or (b) which contributed less than 1.0% of Consolidated Adjusted EBITDA for the most recently completed four fiscal quarters for which annual or quarterly financial statements are available; *provided* that Immaterial Subsidiaries when aggregated may not at any time (i) have a proportionate share of Consolidated Net Total Assets (after intercompany eliminations) in excess of 2.5% as of the end of the most recently completed fiscal quarter for which annual or quarterly financial statements are available, or (ii) contribute in excess of 2.5% of Consolidated Adjusted EBITDA for the most recently completed four fiscal quarters for which annual or quarterly financial statements are available.

"*Incur*" shall mean issue, assume, Guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness of a Person existing at the time such Person is merged or consolidated with the Issuer or becomes a Subsidiary of the Issuer (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the effective time of such merger or consolidation or at the time it becomes a Subsidiary of the Issuer. The term "*Incurrence*" when used as a noun shall have a correlative meaning. Neither the accretion of principal of a non-interest bearing or other discount security nor the capitalization accruing of interest on Indebtedness shall be deemed the Incurrence of Indebtedness.

"*Indebtedness*" shall mean, with respect to any Person on any date of determination (without duplication):

(1) the principal in respect of indebtedness of such Person for borrowed money;

(2) the principal in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of the face amount of letters of credit or other similar instruments supporting obligations (except to the extent such reimbursement obligations relate to a trade payable or other payable under any agreement or arrangement in the ordinary course of business, in each case to the extent not drawn upon or presented, and, if drawn upon or presented, such obligations are satisfied within 30 days of Incurrence);

(4) all obligations of such Person to pay the deferred and unpaid purchase price of property or services (except trade payables and contingent obligations to pay earn-outs), which purchase price is due more than six months after the date of placing such property in service or taking delivery and title thereto or the completion of such services;

(5) all Capitalized Lease Obligations of such Person;

(6) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued dividends or obligations payable to the Issuer or any Restricted Subsidiary);

(7) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of Indebtedness of such Person shall be the lesser of: (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Persons;

(8) to the extent not otherwise included in this definition, the aggregate net termination value of all Hedging Obligations of such Person; and

(9) all obligations of the type referred to in clauses (1) through (8) above of other Persons Guaranteed by such Person or for which such Person is otherwise liable as obligor, guarantor or otherwise.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date.

The following obligations shall not be deemed to be Indebtedness for any purpose:

(a) Obligations arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of its Incurrence;

(b) Customer deposits and advance payments received from customers in the ordinary course of business;

(c) accrued expenses, royalties and trade accounts payable arising in the ordinary course of business (*provided*, *however*, that any Guarantee of production or payment (but not any other contractual obligation) in respect to a royalty will constitute Indebtedness);

(d) any indebtedness which has been defeased in accordance with GAAP or defeased pursuant to the deposit of cash or Temporary Cash Investments (in an amount sufficient to satisfy all such indebtedness obligations at maturity or redemption, as applicable, and all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens, and the other applicable terms of the instrument governing such indebtedness;

(e) oil or natural gas balancing liabilities incurred in the ordinary course of business and consistent with past practice;

(f) [reserved];

(g) any obligation of a Person in respect of a farm-in agreement or similar arrangement whereby such Person agrees to pay all or a share of the drilling, completion or other expenses of an exploratory or development well (which agreement may be subject to a maximum payment obligation, after which expenses are shared in accordance with the working or participation interest therein or in accordance with the agreement of the parties) or perform the drilling, completion or other operation on such well in exchange for an ownership interest in an oil or natural gas property;

(h) indebtedness arising in whole or in part as a result of the disposition and reversion of Oil and Gas Properties where the counterparty to such disposition agrees to bear costs and expenses related to the exploration, development, completion or production of such properties and activities related thereto and upon the occurrence of a specified event or events all or a portion of such counterparty's interest in such Oil and Gas Properties reverts to the Issuer or any Restricted Subsidiary;

(i) obligations in respect of surety and bonding requirements of the Issuer and its Restricted Subsidiaries;

(j) any Hedging Obligations; *provided* that such Hedging Obligations are entered into for bona fide hedging purposes of the Issuer or its Restricted Subsidiaries (as determined in good faith by the Board of Directors or senior management of the Issuer, whether or not accounted for as a hedge in accordance with GAAP) and, in the case of any foreign exchange contract, currency swap agreement, futures contract, option contract or other similar agreement, such agreements are related to business transactions of the Issuer or its Restricted Subsidiaries entered into in the ordinary course of business and, in the case of any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement, such agreements substantially correspond in terms of notional amount, duration and interest rates, as applicable, to Indebtedness of the Issuer or its Restricted Subsidiaries incurred without violation of the Indenture; and

(k) any obligation arising from any agreement providing for indemnities, Guarantees, purchase price adjustments, holdbacks, contingency payment obligations based on the performance of the acquired or disposed assets or similar obligations (other than Guarantees of Indebtedness) incurred by any Person in connection with the acquisition or disposition of assets.

"*Intercreditor Agreement*" shall have the meaning given to it under "*—Security for the Notes—Intercreditor Agreement*."

"*Interest Rate Agreement*" shall mean, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such Person is a party or a beneficiary.

"*Intermediate Parent Guarantor*" shall mean Gran Tierra Energy CI GmbH, a limited liability company organized under the laws of Switzerland, or any successor or transferee entity that has complied with the covenant described under the heading "*—Certain Covenants—Consolidation, Merger, Conveyance, Sale or Lease*" and provided a Guarantee and pledged its interest in a Pledged Subsidiary pursuant to a Quota Pledge Agreement.

"*Investment*" in any Person shall mean any direct or indirect advance, loan (other than advances to customers or suppliers in the ordinary course of business that are recorded as accounts receivable, pre-paid expenses or deposits on the balance sheet) or other extension of credit (including by way of Guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by such Person. For purposes of the definition of "Unrestricted Subsidiary" and the covenant described under "*—Certain Covenants—Limitation on Restricted Payments*," Investment shall include the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of the Issuer at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that, upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to: (1) the Issuer's

Investment in such Subsidiary at the time of such redesignation less (2) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation. Any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer, in each case, as determined in good faith by the Board of Directors of the Issuer. Except as otherwise provided herein, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value. For the avoidance of doubt, Investments shall not include deposits of money in the bank accounts of the Issuer or the Restricted Subsidiaries in the ordinary course of business and not for the benefit of Persons other than the Issuer and the Restricted Subsidiaries in jurisdictions where they do business.

"*Investment Grade Rating*" shall mean a rating equal to or higher than BBB- (or the equivalent) by Fitch, BBB- (or the equivalent) by S&P, or Baa3 (or the equivalent) by Moody's, or an equivalent rating by any other Rating Agency.

"*Issuer*" shall mean Gran Tierra Energy Inc., a Delaware corporation, or any of its permitted successors under the Indenture.

"*Legal Defeasance*" shall have the meaning given to it under "*—Defeasance*."

"*Lien*" shall mean any mortgage, deed of trust, lien, security interest, pledge, hypothecation, assignment, deposit arrangement (other than deposits of money in the bank accounts of the Issuer or the Restricted Subsidiaries in the ordinary course of business) or other charge or encumbrance of any kind, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property, any right of set off or any similar arrangement under or with respect to any insurance policy or anything analogous to any of the foregoing under the laws of any jurisdiction. For the avoidance of doubt any preference of one creditor in the ordinary course over another arising by operation of law shall not be considered as a Lien.

"*Maturity Date*" shall mean October 15, 2029.

"*Moody's*" shall mean Moody's Investors Service, Inc. or any successor thereto.

"*Net Available Cash*" from an Asset Disposition shall mean cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal fees and expenses, title and recording tax expenses, commissions and other fees and expenses Incurred, and all federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP, as a consequence of such Asset Disposition;

(2) all payments, including any prepayment premiums or penalties, made on any Indebtedness that is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or that must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by Applicable Law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) appropriate amounts to be provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the property or other assets disposed of in such Asset Disposition and retained by the Issuer or any Restricted Subsidiary after such Asset Disposition.

"*Net Cash Proceeds*" with respect to any Equity Offering shall mean the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees and expenses actually Incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"*Notes*" shall mean the Original Notes, the New Notes and any Additional Notes.

"*Note Guarantees*" shall mean any Guarantees of the obligations of the Issuer under the Indenture and the Notes issued thereunder by the Note Guarantors in accordance with the provisions of the Indenture.

"*Note Guarantors*" shall mean, collectively, each of Gran Tierra Energy CI GmbH, a limited liability company organized under the laws of Switzerland, Gran Tierra Operations Colombia GmbH, a limited liability company organized under the laws of Switzerland, Gran Tierra Energy Colombia GmbH, a limited liability company organized under the laws of Switzerland, and any existing or future Restricted Subsidiary of the Issuer that becomes a Note Guarantor after the Closing Date pursuant to the terms of the Indenture, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of the Indenture.

"*Noteholder*" or "*Holder*" shall mean the Person in whose name a Note is registered on the Register.

"*Obligations*" shall mean, with respect to any Indebtedness, all obligations (whether in existence on the Closing Date or arising afterwards, absolute or contingent, direct or indirect) for or in respect of principal (when due, upon acceleration, upon redemption, upon mandatory repayment or repurchase pursuant to a mandatory offer to purchase, or otherwise), premium, interest, Additional Amounts, penalties, fees, indemnification, reimbursement and other amounts payable and liabilities with respect to such Indebtedness, including all cash management obligations and hedge obligations permitted to be incurred hereunder and all interest accrued or accruing after the commencement of any bankruptcy, insolvency or reorganization or similar case or proceeding at the contract rate (including, without limitation, any contract rate applicable upon default) specified in the relevant documentation, whether or not the claim for such interest is allowed as a claim in such case or proceeding.

"*Officers' Certificate*" shall mean a certificate signed by two directors or officers or by the Chief Financial Officer of the Issuer, any of the Note Guarantors or any Restricted Subsidiary, as the case may be, and delivered to the Trustee and the Security Agent, as applicable. As used herein, "officers" shall mean the Chief Executive Officer, the President, the Chief Financial Officer, the principal accounting officer, any Treasurer or Controller, any Vice President, any Secretary, any director or any appointed attorney-in-fact of the Issuer, any Note Guarantor or any other Restricted Subsidiary, as the case may be.

"*Oil and Gas Business*" shall mean:

(1) the business of acquiring, exploring, exploiting, developing, producing, operating, marketing, transporting and disposing of interests in oil, natural gas, liquefied natural gas and other Hydrocarbon properties or products produced in association with any of the foregoing;

(2) any business relating to oil and gas field sales and service; and

(3) any business or activity relating to, arising from, or necessary, appropriate or incidental to the activities described in the foregoing clauses (1) and (2) of this definition.

"*Oil and Gas Properties*" shall mean all properties, including without limitation, equity or other ownership interests directly or indirectly therein, and any interests in any concession or license to explore or produce oil and natural gas.

"*Opinion of Counsel*" shall mean an opinion in writing signed by legal counsel, which counsel may be an employee of the Issuer or any Subsidiary of the Issuer, who is reasonably acceptable to the Trustee.

"*Other Taxes*" shall mean any and all stamp, documentary or similar taxes, or any other excise or similar levies that arise on account of the execution, delivery, registration, recording or enforcement of the Notes or the Indenture (other than any Taxes paid in accordance with the first paragraph of "*—Additional Amounts*").

"*Outstanding*" when used with respect to the Notes, shall mean, as of the date of determination, all Notes theretofore authenticated and delivered under the Indenture, except:

(1) Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(2) Notes, or portions thereof, for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any paying agent (other than the Issuer) in trust or set aside and segregated in trust by the Issuer (if the Issuer shall act as its own paying agent) for the Holders of such Notes; *provided*, *however*, that, if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Notes which have been defeased or as to which the Issuer has effected covenant defeasance pursuant to "*—Defeasance*" hereof; and

(4) Notes which have been paid pursuant to the provisions for "Mutilated Notes" under the Indenture or in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to the Indenture, other than any such Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Notes are held by a bona fide purchaser in whose hands such Notes are valid obligations of the Issuer;

provided, *however*, that in determining whether the Holders of the requisite principal amount of the Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Issuer or its Subsidiaries shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the reasonable satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not any of the Issuer or its Subsidiaries.

"*Pari Passu Indebtedness*" shall mean Indebtedness of the Issuer or a Note Guarantor that is secured equally and ratably by Liens on the Collateral having the same priority as the Liens securing the Notes; *provided* that an authorized representative of the holders of such Indebtedness shall be a party to the Intercreditor Agreement.

"*Permitted Business*" shall mean the Oil and Gas Business and any Related Business.

"*Permitted Business Investment*" shall mean any Investment and expenditure made in the ordinary course of, and of a nature that is or shall have become customary in, the Oil and Gas Business as a means of actively exploiting, exploring for, acquiring, developing, processing, gathering, marketing or transporting oil, natural gas, other Hydrocarbons and minerals (including with respect to plugging and abandonment) through agreements, transactions, interests or arrangements that permit one to share risks or costs of such activities or comply with regulatory requirements regarding local ownership, including without limitation, (a) ownership interests in oil, natural gas, other Hydrocarbons and minerals properties, liquefied natural gas facilities, processing facilities, gathering systems, pipelines, storage facilities or related systems or ancillary real property interests; (b) Investments in the form of or pursuant to operating agreements, concession agreements, working interests, royalty interests, mineral leases, processing agreements, Farm-In Agreements, Farm-Out Agreements, contracts for the sale, transportation or exchange of oil, natural gas, other Hydrocarbons and minerals, production sharing agreements, participation agreements, development agreements, area of mutual interest agreements, unitization agreements, pooling agreements, joint bidding agreements, service contracts, joint venture agreements, partnership agreements (whether general or limited), subscription agreements, stock purchase agreements, stockholder agreements and other similar agreements (including for limited liability companies) with third parties; and (c) direct or indirect ownership interests in drilling rigs and related equipment, including, without limitation, transportation equipment.

"*Permitted Collateral Liens*" shall mean Liens on the Collateral:

(1) that are described in one or more of clauses (13), (14) or (15) of the definition of "Permitted Liens" and, in each case, arising by law or that would not materially interfere with the ability of the Security Agent to enforce the Security Interest in the Collateral; or

(2) to secure:

(a) the Notes (including Additional Notes) and the related Note Guarantees and any related "parallel debt" obligations under the Intercreditor Agreement or the Security Documents;

(b) Indebtedness permitted to be Incurred under clause (1) of the covenant described in "—*Limitation on Indebtedness*," *provided* that, on the date of such Incurrence after giving pro forma effect thereto (and the application of the proceeds thereof), the Secured Leverage Ratio for the Issuer and its Restricted Subsidiaries would have been no greater than 2.0 to 1.0;

(c) Indebtedness under Credit Facilities (other than the Credit Agreement) incurred after the Closing Date and permitted to be Incurred under clause (2)(a) of the covenant described in "—*Limitation on Indebtedness*";

(d) Indebtedness permitted to be Incurred under clause (2)(b)(ii) of the covenant described in "—*Limitation on Indebtedness*," to the extent such Guarantee is in respect of Indebtedness otherwise permitted to be secured and specified in this definition of "Permitted Collateral Liens"; and

(e) any Refinancing Indebtedness in respect of Indebtedness referred to in the foregoing clauses (a) through (d).

"*Permitted Foreign Jurisdiction*" shall mean each of Canada (including any province or territory thereof), the Cayman Islands, Columbia, Bermuda, Switzerland, the United Kingdom, the Kingdom of the Netherlands, the Grand Duchy of Luxembourg, Spain, Ireland, Barbados, the British Virgin Islands, Cyprus or Gibraltar, any other member country of the European Union, or any territory of any of the foregoing.

"*Permitted Investment*" shall mean:

(1) an Investment by the Issuer or any Restricted Subsidiary in the Issuer, a Restricted Subsidiary or a Person that will, upon the making of such Investment, become a Restricted Subsidiary; *provided*, *however*, that the primary business of such Person is a Related Business;

(2) an Investment by the Issuer or any Restricted Subsidiary in another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Issuer or a Restricted Subsidiary; *provided*, *however*, that such Person's primary business is a Related Business;

(3) Temporary Cash Investments;

(4) Receivables owing to the Issuer or any Restricted Subsidiary if created or acquired in the ordinary course of business;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) stock, obligations or securities received in settlement or resolution of (or foreclosure with respect to) debts created in the ordinary course of business and owing to the Issuer or any Restricted Subsidiary or in satisfaction of judgments including as a result of the bankruptcy or reorganization of any Person;

(7) an Investment by the Issuer or any Restricted Subsidiary in any Person to the extent such Investment represents the non-cash or deemed cash portion of the consideration received for an Asset Disposition that was made pursuant to and in compliance with the covenant described under "—*Certain Covenants—Limitation on Sale of Assets*";

(8) any Investment existing on the Closing Date and any extension, modification or renewal of any such Investments (but not any such extension, modification or renewal to the extent it involves additional advances, contributions or other investments of cash or property, other than reasonable expenses incidental to the structuring, negotiation and consummation of such extension, modification or renewal);

(9) Hedging Obligations permitted under clause (2)(h) of the covenant described under "— *Certain Covenants—Limitation on Indebtedness*";

(10) Guarantees of Indebtedness permitted under the covenant described under "*—Certain Covenants—Limitation on Indebtedness*";

(11) Permitted Business Investments;

(12) the portion of any Investment that is made with Capital Stock of the Issuer (other than Disqualified Stock);

(13) Investments in the Notes;

(14) Guarantees of performance or other obligations (other than Indebtedness) arising in the ordinary course in the Permitted Business, including obligations under oil and natural gas exploration, development, joint operating, and related agreements and licenses, concession or operating leases related to the Permitted Business;

(15) [reserved]; and

(16) additional Investments having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (16) that are at the time outstanding, not to exceed the greater of (x) US$75.0 million and (y) 7.5% of the Consolidated Net Tangible Assets of the Issuer and its Restricted Subsidiaries at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value).

"*Permitted Liens*" shall mean, with respect to any Person:

(1) Liens in existence on the Closing Date;

(2) Liens that secure Indebtedness owing by a Restricted Subsidiary to the Issuer and/or one or more other Restricted Subsidiaries or by the Issuer to one or more Restricted Subsidiaries;

(3) Liens on any property or assets acquired from a Person that is merged with or into the Issuer or any Restricted Subsidiary, or any Liens on the property, Capital Stock, assets, income or profits of any Person, existing at the time such Person becomes a Restricted Subsidiary and, in either such case, is not created as a result of or in connection with or in anticipation of any such transaction (unless such Lien was created to secure or provide for the payment of any part of the purchase price of such Person); *provided*, *however*, that such Liens may not extend to any other property, assets, income or profits of the Issuer or any Restricted Subsidiary (other than improvements, accessions, upgrades, accessories and products and proceeds in respect of the property subject to such Liens at the time of such acquisition);

(4) any Lien on any property or assets existing at the time of acquisition thereof, including any acquisition by means of a merger or consolidation, and that is not created as a result of or in connection with or in anticipation of such acquisition (unless such Lien was created to secure or provide for the payment of any part of the purchase price of such property or assets); *provided*, *however*, that such Liens may not extend to any other property, assets, income or profits of the Issuer or any Restricted Subsidiary (other than improvements, accessions, upgrades, accessories and products and proceeds in respect of the property subject to such Liens at the time of such acquisition);

(5) any Lien on the Capital Stock of an Unrestricted Subsidiary;

(6) Liens (including extensions and renewals) with respect to Purchase Money Obligations and Capitalized Lease Obligations incurred pursuant to clause (g) under "*—Limitation on Indebtedness*";

(7) Liens imposed by contract or law, including landlords', operators', vendors', carriers', warehousemen's and mechanics' Liens and other similar Liens, on the property or assets of the Issuer or any Restricted Subsidiary arising in the ordinary course of business and securing payment of obligations that are not more than 60 days past-due or are being contested in good faith by appropriate proceedings;

(8) [reserved];

(9) Liens on the property or assets of the Issuer or any Restricted Subsidiary Incurred in the ordinary course of business to secure the performance of tenders, bids, statutory obligations, appeal bonds and deposits (including, without limitation, as security for contested taxes or import or customs duties), government contracts, workers compensation, unemployment insurance and social security claims, return-of-money bonds, or other obligation of a like nature and Incurred in a manner consistent with industry practice, in each case which are (i) not Incurred in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of property or assets in the operation of the business of the Issuer and the Restricted Subsidiaries, and (ii) not obligations of the type referred to in clause (l) under "—*Limitation on Indebtedness*";

(10) easements, rights of way, restrictions, or defects or irregularities in title and other similar charges or encumbrances which do not interfere in any material respect with the business of the Issuer or any Restricted Subsidiary;

(11) Liens on Indebtedness Incurred to defease all of the Outstanding Notes as permitted under "—*Defeasance*" to the extent the proceeds therefrom are applied concurrently to defease the Notes;

(12) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights or remedies as to deposit accounts or other funds maintained with a creditor depository institution; *provided*, *however*, that (A) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Issuer or any Subsidiary of the Issuer in excess of those set forth by regulations promulgated by the Board of Governors of the Federal Reserve System of the United States or analogous Canadian and Swiss governmental authorities and (B) such deposit account is not intended by the Issuer or any Subsidiary of the Issuer to provide collateral to such depository institution;

(13) Liens arising out of judgments or awards against the Issuer or a Restricted Subsidiary which do not give rise to an Event of Default;

(14) Liens imposed by law for taxes, assessments or governmental charges;

(15) Liens arising out of governmental concessions or licenses (including under contracts with governmental entities or agencies for technical evaluation or exploration and development rights of oil and natural gas fields) held by the Issuer or a Restricted Subsidiary;

(16) [reserved];

(17) Liens securing Hedging Obligations incurred pursuant to clause (h) under "—*Limitation on Indebtedness*";

(18) Leases and subleases of real property by the Issuer or any Restricted Subsidiary as lessor which do not materially interfere with the ordinary conduct of the business of the Issuer or any of its Restricted Subsidiaries;

(19) Liens securing Indebtedness incurred pursuant to clause 2(a) under "—*Limitation on Indebtedness*";

(20) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Lien referred to in the foregoing clauses (1) through (19) or of any Indebtedness secured thereby; *provided* that the principal amount of Indebtedness so secured thereby shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement (plus accrued and unpaid interest and reasonable fees and expenses Incurred in connection therewith), and that such extension, renewal or replacement Lien shall be limited to all or part of the property that secured the Lien extended, renewed or replaced (plus improvements on or additions to such property);

(21) Liens on the property or assets of the Issuer or any Restricted Subsidiary in an aggregate principal amount which, when taken together with all other Liens on the property or assets of the Issuer or any

Restricted Subsidiary incurred pursuant to this clause (21) and outstanding on the date of such Incurrence, does not exceed the greater of (x) US$20.0 million and (y) 1.5% of Consolidated Net Tangible Assets;

(22) Liens arising under joint venture agreements, partnership agreements, operating agreements, oil and gas leases or subleases, assignments, purchase and sale agreements, division orders, contracts for the sale, purchasing, processing, transportation or exchange of oil or natural gas, unitization and pooling declarations and agreements, development agreements, technical evaluation agreements, area of mutual interest agreements, overriding royalty agreements, marketing agreements, rights of first refusal, rights of first offer, licenses, sublicenses, net profits interests, participations agreements, Farm-Out Agreements, Farm-In Agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or other geophysical permits or agreements, carried working interest, joint operating, unitization, royalty, sales and similar agreements or arrangements relating to the exploration or development of, or production from, Oil and Gas Properties entered into in the ordinary course of business in a Permitted Business;

(23) Liens on pipelines or pipeline facilities that arise by operation of law;

(24) Liens reserved in oil and gas mineral leases for bonus or rental payments and for compliance with the terms of such leases;

(25) Liens (other than Liens securing Indebtedness) on, or related to, assets to secure all or part of the costs incurred in the ordinary course of the Oil and Gas Business for the exploration, drilling, development, production, processing, transportation, marketing, storage or operation thereof;

(26) Liens securing obligations arising under cash management obligations, cash management services and other Indebtedness in respect of netting services, automatic clearing house arrangements, employees' credit or purchase cards, overdraft protections and similar arrangements in each case incurred in the ordinary course of business; and

(27) Liens in respect of Production Payments and Reserve Sales.

Liens or deposits required by any contract or statute or other regulatory requirements in order to permit the Issuer or a Restricted Subsidiary to perform any contract or subcontract made by it with or at the request of a governmental entity or any department, agency or instrumentality thereof, or to secure partial progress, advance or any other payments to the Issuer or any Restricted Subsidiary by a governmental entity or any department, agency or instrumentality thereof pursuant to the provisions of any contract or statute shall not be deemed to create Indebtedness secured by Liens.

"*Person*" shall mean an individual, partnership, exempted limited partnership, corporation, company, exempted company, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, other entity or Governmental Authority.

"*Pledged Stock*" has the meaning set forth under "*—Security for the Notes—Collateral*."

"*Pledged Subsidiary*" has the meaning set forth under "*—Security for the Notes—Collateral*."

"*Preferred Stock*" shall mean, with respect to the Capital Stock of any Person, any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of common Capital Stock of such Person.

"*Production Payments and Reserve Sales*" shall mean Dollar-Denominated Production Payments and Volumetric Production Payments, collectively.

"*Public Debt*" shall mean any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act or (b) a private placement to institutional investors that is underwritten for resale in accordance with Rule 144A or Regulation S under the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC. For avoidance of doubt, the term "Public Debt" includes the Senior Notes due 2025 and the Senior Notes due 2027. The term "Public Debt" (i) shall not include the Notes (or any Additional Notes) and (ii) for the avoidance of doubt, shall not be construed to include any Indebtedness issued to institutional investors in a direct placement of such Indebtedness that is not underwritten by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (*provided* that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed not to be underwritten), or any Indebtedness under Credit Facilities, commercial bank or similar Indebtedness, Capitalized Lease Obligation or recourse transfer of any financial asset or any other type of Indebtedness Incurred in a manner not customarily viewed as a "securities offering."

"*Purchase Money Obligation*" shall mean:

(1) mortgage financings, purchase money obligations or other Indebtedness (including Guarantees provided by the Issuer or any Restricted Subsidiary to Colombian regulatory authorities) incurred or assumed for the purpose of financing or refinancing all or any part of the purchase price, lease, expense or cost of any property or asset (including capital assets), tangible or intangible used in any Related Business (including the documented cost of exploration, design, development, acquisition, construction (including capitalized interests), installation, improvement, transportation, integration and prepaid maintenance and all reasonable and documented related fees or expenses) or

(2) Indebtedness Incurred in connection with any lease financing transaction whether such lease will be treated as an operating lease or a Capitalized Lease Obligation in accordance with GAAP.

"*QIB*" shall mean a "qualified institutional buyer" as such term is defined from time to time for purposes of Rule 144A.

"*Quota Pledge Agreements*" has the meaning set forth under "*—Security for the Notes—Collateral*."

"*Rating Agencies*" shall mean Fitch, Inc. ("*Fitch*"), Moody's Investors Service, Inc. ("*Moody's*") and Standard & Poor's ("*S&P*") or, if any of Fitch, Moody's or S&P shall not make a rating on the Notes publicly available, such other "nationally recognized statistical rating organization" (within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act) as the Issuer may select (as certified by a resolution of the Board of Directors of the Issuer) as a replacement agency for Fitch, Moody's or S&P or each of them, as the case may be.

"*Record Date*" shall mean, with respect to any payment of principal or interest on any Note, the first day prior to the due date for such payment (whether or not a Business Day).

"*Redemption Date*" shall mean, when used with respect to any Note to be redeemed, the date fixed for such redemption by or pursuant to the Indenture.

"*Refinance*" shall mean, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, replace, prepay, redeem, defease or retire, in whole or in part, or to issue other Indebtedness in exchange or replacement for, in whole or in part, such Indebtedness. "*Refinanced*" and "*Refinancing*" shall have correlative meanings.

"*Refinancing Indebtedness*" shall mean Indebtedness that is Incurred to Refinance any Indebtedness of the Issuer or any Restricted Subsidiary existing on the Closing Date or Incurred in compliance with the Indenture (including Indebtedness that Refinances Refinancing Indebtedness); *provided*, *however*, that:

(1) the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced;

(2) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the then Average Life of the Indebtedness being refinanced;

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being Refinanced plus the amount of accrued and unpaid interest thereon, any premium paid to the holders of the Indebtedness being refinanced and reasonable fees and expenses Incurred in connection therewith; and

(4) if the Indebtedness being Refinanced is subordinated in right of payment to the Notes, such Refinancing Indebtedness is contractually subordinated in right of payment to the Notes at least to the same extent as the Indebtedness being Refinanced; *provided further*, that Refinancing Indebtedness shall not include Indebtedness of the Issuer or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

"*Register*" shall mean the register maintained pursuant to the Indenture for the registration and registration of transfer and exchange of the Notes.

"*Regulation S*" shall mean Regulation S under the Securities Act.

"*Reincorporation Transaction*" shall have the meaning given to it under "*—Certain Covenants—Consolidation, Merger, Conveyance, Sale or Lease*."

"*Related Business*" shall mean the Oil and Gas Business and any business related, ancillary or complementary to the businesses of the Issuer and its Restricted Subsidiaries on the Closing Date as described in the exchange offering memorandum and consent solicitation statement relating to the Original Notes and shall include any expansion of any such Related Business into other jurisdictions in addition to jurisdictions in which the Issuer and its Restricted Subsidiaries operated on the Closing Date.

"*Relevant Taxing Jurisdiction*" shall mean the United States, Switzerland, Canada or any jurisdiction in which a Note Guarantor or the Issuer (including a Successor or Substituted Issuer) is organized or resident for Tax purposes or through which payment on the Notes is made or treated as made under the laws of such jurisdiction, including any political subdivision thereof.

"*Responsible Officer*" shall mean, with respect to the Trustee, except as otherwise provided in the Indenture, any officer assigned to the Global Trust Services – Global Finance Americas unit (or any successor division or unit) of the Trustee located at the Corporate Trust Office of the Trustee who shall have direct responsibility for the administration of the Indenture and, for certain purposes of the Indenture, shall also mean, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"*Restricted Payment*" shall have the meaning given to it under "*—Limitation on Restricted Payments*."

"*Restricted Subsidiary*" shall mean any Subsidiaries of the Issuer that is not an Unrestricted Subsidiary.

"*Reversion Date*" shall have the meaning given to it under "*—Certain Covenants*."

"*Rule 144A*" shall mean Rule 144A under the Securities Act.

"*Sale and Lease-Back Transaction*" shall mean any arrangement with any Person (other than the Issuer or a Restricted Subsidiary), or to which any such Person is a party, providing for the leasing to the Issuer or a Restricted Subsidiary for a period of more than three years of any property or assets that have been or are to be sold or transferred by the Issuer or such Restricted Subsidiary to such Person or to any other Person (other than the Issuer or a Restricted Subsidiary) to which funds have been or are to be advanced by such Person on the security of the leased property or assets.

"*SEC*" shall mean the United States Securities and Exchange Commission.

"*Secured Leverage Ratio*" shall mean at any date the ratio of (i) the Consolidated Total Indebtedness as of such date that is secured by a Lien on the Collateral, after giving effect to all incurrences and repayments of Indebtedness on the relevant transaction date (net of the cash and cash equivalents of the Issuer and its Restricted Subsidiaries as of such date) to (ii) Consolidated Adjusted EBITDA for the most recently ended period of four consecutive fiscal quarters for which financial statements have been delivered to the Trustee under the Indenture, in each case with such pro forma adjustments giving effect to such Indebtedness, acquisition, Investment or other transaction, as applicable, since the start of such four quarter period and as are consistent with the pro forma adjustments set forth in the definition of "Consolidated Interest Coverage Ratio."

"*Securities Act*" shall mean the United States Securities Act of 1933, as amended.

"*Security Agent*" shall mean U.S. Bank Trust Company, National Association.

"*Security Documents*" shall mean the Quota Pledge Agreements, any Intercreditor Agreement, any Junior Intercreditor Agreement, and any other security agreements, pledge agreements, equitable share mortgages or charges, collateral assignments and any other instrument and document executed and delivered pursuant to the Indenture or otherwise or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time, creating the security interests in the Collateral as contemplated by the Indenture.

"*Security Interests*" shall mean the Liens on the Collateral that are created by the Security Documents.

"*Senior Indebtedness*" shall mean all unsubordinated Indebtedness of the Issuer, the Note Guarantors or of any Restricted Subsidiary, whether outstanding on the Closing Date or Incurred thereafter.

"*Senior Notes due 2025*" shall mean Gran Tierra Energy International Holdings Ltd.'s 6.250% Senior Notes due 2025 issued on February 15, 2018 and maturing on February 15, 2025.

"*Senior Notes due 2027*" shall mean the Issuer's 7.750% Senior Notes due 2027 issued on May 23, 2019 and maturing on May 23, 2027.

"*Starter Amount*" shall mean US$20.0 million.

"*Stated Maturity*" shall mean, with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including, with respect to any principal amount that is then due and payable pursuant to any mandatory redemption or prepayment provision, the date specified for the payment thereof (but excluding any provision providing for the repurchase or prepayment of such Indebtedness at the option of the Holder thereof upon the happening of any contingency beyond the control of the obligor thereunder unless such contingency has occurred).

"*Subordinated Obligation*" shall mean Indebtedness of the Issuer or any Restricted Subsidiary (whether outstanding on the Closing Date or thereafter Incurred) (i) the terms of which provide that, (a) no principal amount in respect of such obligation will become due and payable until after all principal, interest, Additional Amounts and any other amounts owing with respect to the Notes have been paid in full, and (b) in the event that (A) an installment of interest with respect to such obligation is not paid on the applicable interest payment date or (B) the principal of (or premium, if any, on) any such obligations is not paid on the Stated Maturity or other date set for redemption, then the failure to make such payment on such interest payment date, maturity date or other Redemption Date shall not be a default under such obligation until after all principal, interest, Additional Amounts and any other amounts owing with respect to the Notes have been paid in full and (ii) which U.S. or Canadian law recognizes (whether in any reorganization or administrative takeover proceeding or otherwise) as being subordinated or junior in right of payment to the Notes.

"*Subsidiary*" shall mean, with respect to any Person (the "*parent*") at any date, any corporation, exempted company, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other Person (1) of which Capital Stock representing more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held; or (2) that is, as of such date, otherwise controlled by the parent or one or more Subsidiaries of the parent.

"*Suspended Covenants*" shall have the meaning given to it under "*—Certain Covenants*."

"*Suspension Date*" shall have the meaning given to it under "*—Certain Covenants*."

"*Suspension Period*" shall have the meaning given to it under "*—Certain Covenants*."

"*S&P*" shall mean Standard & Poor's or any successor thereto.

"*Taxes*" shall mean any and all income, stamp or other taxes, duties, levies, imposts, charges, fees, deductions or withholdings, and including all interest and penalties imposed with respect thereto, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority of a Relevant Taxing Jurisdiction.

"*Temporary Cash Investments*" shall mean any of the following:

(1) Investments in direct obligations of the United States of America, Canada or any agency thereof or obligations Guaranteed by the United States of America, Canada or any agency thereof, or obligations of or Guaranteed by any foreign country (other than Colombia) recognized by the United States or Canada whose long-term debt rating is rated "A-" (or such similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act);

(2) Investments in time deposit accounts, certificates of deposit and money market deposits maturing within 365 days of the date of acquisition thereof issued by a bank or trust company that is organized under the laws of the United States or Canada, any state or province thereof or any foreign country recognized by the United States or Canada having capital, surplus and undivided profits aggregating in excess of US$50 million (or the foreign currency equivalent thereof) and a long-term debt is rated "A" (or such similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act);

(3) Investments in repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (1) above entered into with a bank meeting the qualifications described in clause (2) above;

(4) Investments in commercial paper, maturing not more than 365 days after the date of acquisition, issued by a corporation (other than an Affiliate of the Issuer) organized and in existence under the laws of the United States, Canada or any foreign country recognized by the United States or Canada, in all events not excluding Colombia, with a rating at the time as of which any Investment therein is made of "P2" (or higher) according to Moody's; "A2" (or higher) according to S&P; "F1" (or higher) according to Fitch; or, in the case of investments made in Canada, "A2" or "P2" (or higher) according to Dominion Bond Rating Service Limited or Canada Bond Rating Service; or, in the case of Investments made in Colombia, rated at least "A" by Duff and Phelps de Colombia.

(5) Investments in securities with maturities of six months or less from the date of acquisition issued or fully Guaranteed by any state, commonwealth or territory of the United States of America or Canada, or by any political subdivision or taxing authority thereof, and rated at least "A" by S&P or "A" by Moody's, or "F3" (or higher) according to Fitch, in the case of Investments made in Colombia, rated at least "A" by Duff and Phelps de Colombia and "A" by BRC Investor Services; and

(6) (a) Investments in marketable direct obligations issued or unconditionally Guaranteed by Colombia, any agency or political subdivision thereof, and rated "BB+" or higher by a Colombian rating organization licensed by the SFC,

(b) Investments in time deposits or certificates of deposit of a Colombian bank or financial institution, the commercial paper or other short-term unsecured debt obligations of which (or in the case of a bank or financial institution that is the principal subsidiary of a holding company, the holding company) are rated "A" or higher by a Colombian rating organization licensed by SFC, and maturing within one year from the date of acquisition thereof by the Issuer or a Restricted Subsidiary,

(c) Investments in repurchase obligations with a term of not more than 60 days for underlying securities of the types described in subclause (a) above entered into with a bank meeting the qualifications described in subclause (b) above,

(d) Investments in securities issued by (or representing shares of) Colombian companies rated "A" or higher by a Colombian rating organization licensed by the SFC,

(e) Investments in certificates of deposit, time deposit accounts and money market accounts maturing not more than one year after the deposit of cash or acquisition thereof issued by (i) any of the largest ten banks (based on assets of the last December 31) organized under the laws of Colombia or (ii) any other bank organized under the laws of Colombia, so long as the outstanding amount of such Investments in any such bank does not exceed at any one time US$5 million (or the foreign currency equivalent thereof).

"*Treasury Rate*" shall mean, with respect to any Redemption Date, the yield determined by the Issuer in accordance with the following two paragraphs. The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) ("*H.15*") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the maturity date of the Notes (the "*Remaining Life*"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the maturity date of the Notes on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the maturity date of the Notes, as applicable. If there is no United States Treasury security maturing on the maturity date of the Notes but there are two or more United States Treasury securities with a maturity date equally distant from the maturity date of the Notes, one with a maturity date preceding the maturity date of the Notes and one with a maturity date following the maturity date of the Notes, the Issuer shall select the United States Treasury security with a maturity date preceding the maturity date of the Notes. If there are two or more United States Treasury securities maturing on the maturity date of the Notes or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semiannual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"*Unrestricted Subsidiary*" shall mean (1) Gran Tierra Energy Resources Inc., Gran Tierra Energy Mexico Holdings 1 LLC, Gran Tierra Energy Mexico Holdings 2 LLC, Gran Tierra Mexico Energy, S.A. de C.V., Suroco Energy Venezuela, Gran Tierra Energy N.V. ULC and Petrolifera Petroleum (Colombia) Limited and (2) any Subsidiary of the Issuer that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Issuer, and (3) any Subsidiary of an Unrestricted Subsidiary.

Notwithstanding the foregoing, the Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary) as an "*Unrestricted Subsidiary*" under the Indenture (a "*Designation*") only if:

(a) no creditor of any such Subsidiary shall have recourse to the Issuer or any Restricted Subsidiary thereof other than to the extent of any Permitted Investment or Restricted Payment that is permitted and any pledge of Capital Stock of such Subsidiary;

(b) no Default or Event of Default shall have occurred and be continuing at the time of or immediately after giving effect to such Designation;

(c) such Subsidiary and its Subsidiaries own no Capital Stock or Indebtedness of, and hold no Lien on any property of, the Issuer or any Restricted Subsidiary of the Issuer; and

(d) at the time of Designation, the Subsidiary to be so Designated (i) has total consolidated assets of US$1,000 or less or (ii) the Issuer would be permitted under the Indenture to make an Investment under all applicable provisions described under "*—Certain Covenants—Limitation on Restricted Payments*" at the time of Designation (assuming the effectiveness of such Designation) in an amount equal to the Fair Market Value of such Subsidiary on such date.

In addition, the Issuer may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a "*Revocation*") if:

(a) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Revocation; and

(b) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if Incurred at such time, have been permitted to be Incurred for all purposes of the Indenture.

Any such Designation or Revocation shall be evidenced by prompt delivery to the Trustee of a copy of the resolution of the Board of Directors of the Issuer giving effect thereto accompanied by an Officers' Certificate as to compliance with the foregoing provisions.

"*U.S. Government Obligations*" shall mean direct obligations (or certificates representing an ownership interest in such obligations) of the United States (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States is pledged and that are not callable or redeemable at the issuer's option.

"*Value*" shall mean, with respect to a Sale and Lease-Back Transaction, as of any particular time, the amount equal to the greater of (1) the net proceeds from the sale or transfer of the property leased pursuant to such Sale and Lease-Back Transaction and (2) the fair value in the opinion of the Board of Directors of the Issuer or the relevant Restricted Subsidiary of such property at the time of entering into such Sale and Lease-Back Transaction, in either case divided first by the number of full years of the original term of the lease and then multiplied by the number of full years of such term remaining at the time of determination, without regard to any renewal or extension options contained in the lease.

"*Volumetric Production Payment*" shall mean production payment obligations recorded as deferred revenue in accordance with GAAP, together with all related undertakings and obligations.

"*Voting Stock*" of a Person shall mean all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"*Wholly Owned*" shall mean any Restricted Subsidiary of the Issuer of which 100% of the outstanding Capital Stock or other ownership interests (other than directors' qualifying shares) of such entity shall at the time be owned, directly or indirectly, by the Issuer.

BOOK-ENTRY, DELIVERY AND FORM

The New Notes are being offered for sale only:

- to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A (the "Rule 144A Notes"); or

- in offshore transactions in reliance on Regulation S (the "Regulation S Notes").

The New Notes will be issued in fully registered global form in minimum denominations of US$200,000 and integral multiples of US$1,000 in excess thereof. Rule 144A Notes initially will be represented by one or more permanent global certificates (which may be subdivided) without interest coupons (the "Rule 144A Global Note"). Regulation S Notes initially will be represented by one or more permanent global certificates (which may be subdivided) without interest coupons (the "Regulation S Global Note" and, together with the Rule 144A Global Note, the "Global Notes"). We will issue the New Notes that are sold pursuant to Rule 144A in the form of one or more permanent global certificates, which are expected to trade under the same CUSIP as the Original Notes held in the existing Rule 144A global certificate. Through the Distribution Compliance Period, the New Notes that are sold pursuant to Regulation S will be issued in the form of one or more temporary global certificates and will have a temporary CUSIP. After the Distribution Compliance Period, such New Notes will be issued in the form of one or more permanent global certificates (or the principal amount thereof will be added to the existing global certificates for the Original Notes sold pursuant to Regulation S) and trade under the same CUSIP as the Original Notes held in the existing Regulation S global certificate.

The Global Notes will be deposited upon issuance with the Trustee as custodian for DTC in New York, New York, and registered in the name of DTC or its nominee for credit to an account of direct or indirect participants in DTC, including Euroclear and Clearstream, as described below under "—*Depositary Procedures*."

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for Notes in certificated form except in the limited circumstances described below under "—*Exchange of Book-Entry Notes for Certificated Notes*."

The Notes (including beneficial interests in the Global Notes) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under "*Transfer Restrictions*" in this offering memorandum. In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depositary Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the systems or their participants directly to discuss these matters.

DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through Participants or Indirect Participants. DTC has no knowledge of the identity of beneficial owners of securities held by or on behalf of DTC. DTC's records reflect only the identity of Participants to whose accounts securities are credited. The ownership interests and transfer of ownership interests of each beneficial owner of each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

Pursuant to procedures established by DTC:

- upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the Trustee with portions of the principal amount of the Global Notes; and

- ownership of such interests in the Global Notes will be maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the Global Notes).

Investors in the Global Notes may hold their interests therein directly through DTC, if they are Participants in such system, or indirectly through organizations (including Euroclear and Clearstream) that are Participants or Indirect Participants in such system. Euroclear and Clearstream will hold interests in the Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries. The depositaries, in turn, will hold interests in the Notes in customers' securities accounts in the depositaries' names on the books of DTC.

All interests in a Global Note, including those held through Euroclear or Clearstream, will be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream will also be subject to the procedures and requirements of those systems.

The laws of some states require that certain persons take physical delivery of certificates evidencing securities they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of beneficial owners of interests in a Global Note to pledge such interests to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests. For certain other restrictions on the transferability of the Notes, see "—*Exchange of Book-Entry Notes for Certificated Notes*."

Except as described below, owners of interests in the Global Notes will not have Notes registered in their names, will not receive physical delivery of Notes in certificated form and will not be considered the registered owners or holders thereof under the Indenture for any purpose.

Payments in respect of the principal of and premium, if any, and interest on a Global Note registered in the name of DTC or its nominee will be remitted by the Trustee (or the Paying Agent if other than the Trustee) to DTC in its capacity as the registered holder under the Indenture. The Issuer, the Registrar, the Paying Agent and the Trustee will treat the persons in whose names the Notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. Consequently, none of the Issuer, the Guarantors, the initial purchasers the Trustee, the Registrar, the Paying Agent or the Security Agent or any agent of the Issuer, the Guarantors, the initial purchasers, the Trustee, the Registrar, the Paying Agent or the Security Agent has or will have any responsibility or liability for:

- any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in the Global Notes, or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

- any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised the Issuer that its current practice is to credit the accounts of the relevant Participants with the payment on the payment date in amounts proportionate to their respective holdings in the principal amount of the relevant security as shown on the records of DTC, unless DTC has reason to believe it will not receive payment on such payment date. Payments by the Participants and the Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee, the Registrar, the Paying Agent or the Issuer. None of the Issuer, the Guarantors, the Trustee, the Registrar, the Paying Agent or the Security Agent or any agent of the Issuer, the Guarantors, the Trustee, the Registrar, the Paying Agent or the Security Agent will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the Notes, and the Issuer, the

Registrar, the Paying Agent and the Trustee and their respective agents may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions described under "*Transfer Restrictions*" in this offering memorandum, cross-market transfers between Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their depositaries. Cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the ease may be, by the counterparty in that system in accordance with the rules and procedures and within the established deadlines (Brussels time) of that system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositaries to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant in DTC will be credited and reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the Closing Date of DTC. DTC has advised the Issuer that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant in DTC will be received with value on the Closing Date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's Closing Date.

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Notes only at the direction of one or more Participants to whose account with DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and the procedures may be discontinued at any time. None of the Issuer, the Guarantors, the Trustee, the Registrar, the Paying Agent or the Security Agent will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

The information in this section concerning DTC, Euroclear and Clearstream and their book-entry systems has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

Exchange of Book-Entry Notes for Certificated Notes

The Global Notes are exchangeable for certificated Notes in definitive, fully registered form without interest coupons (the "Certificated Notes") only in the following limited circumstances:

- DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Note or DTC ceases to be a clearing agency registered under the Exchange Act at a time when DTC is required to be so registered in order to act as depositary, and in each ease the Issuer fails to appoint a successor depositary within 90 days of such notice; or

- if there shall have occurred and be continuing an Event of Default with respect to the Notes and a majority of the holders of the Notes so request.

In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "*Transfer Restrictions*" in this offering memorandum, unless the Issuer determines otherwise in accordance with the Indenture and in compliance with applicable law.

Transfers Within and Between Global Notes

Beneficial interests in the Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in the Rule 144A Global Note only if such transfer is made pursuant to Rule 144A and the transferor first delivers to the Trustee a certificate (in the form provided in the Indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interests in the Rule 144A Global Note may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note only upon receipt by the Trustee of a written certification (in the form provided in the Indenture) from the transferor to the effect that such transfer is being made in accordance with Regulation S.

The Trustee shall be entitled to receive such evidence as may be reasonably requested by them to establish the identity and/or signatures of the transferor and transferee.

Transfers of beneficial interests within a Global Note may be made without delivery of any written certification or other documentation from the transferor or the transferee.

Transfers of beneficial interests in the Regulation S Global Note for beneficial interests in the Rule 144A Global Note or vice versa will be effected by DTC by means of an instruction originated by the Trustee through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Rule 144A Global Note or vice versa, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for so long as it remains such an interest. Payment for such transfers will occur outside the clearing systems and the beneficial interests will be transferred "free of payment."

TRANSFER RESTRICTIONS

The Notes have not been registered under the Securities Act or qualified by way of a prospectus in Canada. As a result, the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the initial purchasers are initially offering the Notes only (1) to "qualified institutional buyers" (as defined under Rule 144A under the Securities Act) in compliance with Rule 144A in the United States and (2) to persons other than U.S. persons in reliance upon Regulation S of the Securities Act outside the United States. Similarly, the Notes may not be offered or sold within Canada except pursuant to an exemption from, or in a transaction not subject to, the prospectus requirements. Accordingly, the New Notes are initially being offered in Canada only to "accredited investors" or "permitted clients" on a private placement basis in accordance with NI 45-106. Each purchaser of Notes in Canada should refer to "*Certain Material Considerations for Canadian Purchasers.*"

As a purchaser of New Notes, you will be deemed to have acknowledged, represented to and agreed with us and the initial purchasers as follows:

- You are purchasing the Notes for your own account or for an account with respect to which you exercise sole investment discretion and you and such account (1) are a qualified institutional buyer and are aware that the sale to you is being made in reliance on Rule 144A or (2) are not a U.S. person and are purchasing the Notes in an offshore transaction pursuant to Regulation S.

- You acknowledge that the Notes have not been (and will not be) registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below.

- You acknowledge that neither we nor any initial purchaser or any person representing us or any initial purchaser has made any representation to you with respect to us or the offering and sale of the Notes other than the information contained or incorporated by reference in this offering memorandum. You also acknowledge that you have received a copy of the offering memorandum relating to the offering of the Notes and acknowledge that you have had access to such financial and other information, including that incorporated by reference in this offering memorandum, and have been offered the opportunity to ask us questions and received answers thereto, as you deemed necessary in connection with the decision to purchase the Notes. You have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of your investment in the Notes, and you and any accounts for which you are acting are each willing and able to bear the economic and other risk of your investment.

- You will not resell or otherwise transfer any of the Notes except:

  - to us or one of our subsidiaries;

  - under a registration statement that has been declared effective under the Securities Act;

  - to a person you reasonably believe is a qualified institutional buyer that is purchasing for its own account or for the account of another qualified institutional buyer and to whom notice is given that the transfer is being made in reliance on Rule 144A, all in compliance with Rule 144A (if available); or

  - in an offshore transaction in compliance with Rule 904 of Regulation S under the Securities Act.

- You will, and each subsequent holder is required to, notify any purchaser of Notes from you or it of the resale restrictions described in this offering memorandum.

- Either (i) you are not acquiring or holding the Notes for or on behalf of, and no portion of the assets used by you to acquire or hold the Notes (or any interest therein) constitutes assets of any employee benefit plans that are subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code or provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws"), or any entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan"), or (ii) the acquisition, holding and subsequent disposition of the Notes (or any interest therein) by you will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Laws.

- You understand that all of the Notes will, at all times, bear a legend substantially to the following effect, unless the Notes have been sold pursuant to an effective registration statement that continues to be effective at the time of such transfer, unless otherwise agreed by us with notice to the trustee with respect to the Notes:

  THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAW OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED OR TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS NOTE, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED NOTES, TO OFFER, SELL, OR OTHERWISE TRANSFER THIS NOTE, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY (AS HEREINAFTER DEFINED) OR ANY AFFILIATE THEREOF WAS THE OWNER OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN)] [IN THE CASE OF REGULATION S NOTES: 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE DATE ON WHICH THIS NOTE (OR ANY PREDECESSOR OF SUCH NOTE) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S], ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY OR AFFILIATE THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTION BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AND AT THE SOLE DISCRETION OF THE COMPANY AFTER THE RESALE TERMINATION DATE. [IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]

  EACH PURCHASER OR TRANSFEREE, BY ITS ACQUISITION OR HOLDING OF THIS NOTE (OR ANY BENEFICIAL INTEREST HEREIN), SHALL BE DEEMED TO HAVE REPRESENTED AND COVENANTED THAT (A) EITHER (i) IT IS NOT ACQUIRING THIS NOTE (OR ANY BENEFICIAL INTEREST HEREIN) FOR OR ON BEHALF OF ANY "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), THAT IS SUBJECT TO TITLE I OF ERISA, AN INDIVIDUAL RETIREMENT ACCOUNT OR OTHER PLAN, ACCOUNT OR ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE

CODE OF 1986, AS AMENDED (THE "CODE"), AN ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING, OR A PLAN, ACCOUNT OR ARRANGEMENT THAT IS SUBJECT TO LAWS SIMILAR TO THE FIDUCIARY AND PROHIBITED TRANSACTION PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAW") OR (ii) ITS ACQUISITION AND HOLDING OF THIS NOTE (OR ANY BENEFICIAL INTEREST HEREIN) DOES NOT AND WILL NOT CONSTITUTE OR GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW, AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) OTHERWISE THAN TO AN ACQUIRER OR TRANSFEREE THAT MAKES THESE SAME REPRESENTATIONS, WARRANTIES AND AGREEMENTS WITH RESPECT TO ITS ACQUISITION AND HOLDING OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN).

- You acknowledge that we, the initial purchasers and others will rely upon the truth and accuracy of the acknowledgments, representations and agreements provided by, or deemed to be provided by, you in this offering memorandum. You agree that if any of the acknowledgments, representations or agreements you are deemed to have made by your purchase of New Notes is no longer accurate, you will promptly notify us and the initial purchasers. If you are purchasing any New Notes as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each of those accounts and that you have full power to make the above acknowledgments, representations and agreements on behalf of each account.

- You have reviewed and acknowledge the terms referenced in this offering memorandum and, in particular, the terms set forth under the heading "*Transfer Restrictions*," and you acknowledge that the Notes will be subject to "restricted period" resale restrictions under applicable Canadian securities laws and as described in this offering memorandum with respect to certain resales of such securities to persons or companies in Canada until four months and a day following the issuances of the New Notes, unless a trade is permitted under Canadian securities laws, and you agree to comply with such restrictions. Canadian securities laws do provide for the resale of the New Notes in Canada to "accredited investors" or other exempt purchasers or pursuant to exempt transactions, however, such legislation is complicated and purchasers are advised to seek legal advice before reselling the Notes.

- If you are a purchaser outside of Canada, you will also be deemed to have certified that you are not a resident of Canada or otherwise subject to applicable Canadian securities laws in connection with the acquisition of the New Notes and will be deemed to have represented, agreed and acknowledged that: (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the New Notes; (b) there is no government or other insurance covering the New Notes; (c) there are risks associated with the purchase of the New Notes; (d) there are restrictions on your ability to resell the New Notes and it is your responsibility to find out what those restrictions are and to comply with them before selling the New Notes; (e) you have been advised that we are relying on an exemption from the requirements to provide you with a prospectus and to sell securities through a person or company registered under the Securities Act, RSA 2000, c S-4 (the "Securities Act (Alberta)") and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Securities Act (Alberta), including statutory rights of rescission or damages will not be available to you; (f) you are acquiring the New Notes as principal and with investment intent and not with a view to distribution; and (g) you have been advised to consult your own legal advisors with respect to applicable Canadian resale restrictions and that it is solely responsible for complying with such restrictions. You understand and acknowledge that the certificate(s) representing the New Notes will bear a legend substantially to the following effect, unless otherwise agreed by us and the holder thereof:

UNLESS PERMITTED UNDER APPLICABLE SECURITIES LEGISLATION (AS IF THE SECURITIES WERE DISTRIBUTED UNDER ANY OF THE PROVISIONS LISTED IN APPENDIX D OF NATIONAL INSTRUMENT 45-102 – RESALE OF SECURITIES), THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY IN CANADA BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE DISTRIBUTION DATE.

PLAN OF DISTRIBUTION

Pursuant to the terms and conditions of a purchase agreement with BofA Securities, Inc. and J.P. Morgan Securities LLC, as the representatives of the initial purchasers, we have agreed to sell to the initial purchasers, and the initial purchasers have agreed to purchase from us, the principal amount of New Notes set forth opposite each of their names below.

Initial Purchaser	Principal Amount	
BofA Securities, Inc.	US$	60,000,000
J.P. Morgan Securities LLC		40,000,000
Total	US$	100,000,000

The purchase agreement provides that the initial purchasers are obligated to purchase all of the New Notes if any are purchased. The obligations of the initial purchasers under the purchase agreement are subject to the satisfaction of certain conditions. The initial purchasers are offering the New Notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the New Notes, and other conditions contained in the purchase agreement, such as the receipt by the initial purchasers of officer's certificates and legal opinions. The initial purchasers reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

We have agreed to indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act or under the securities laws of any other jurisdiction, or to contribute to payments the initial purchasers may be required to make in respect of those liabilities.

We have agreed in the purchase agreement that it will not, and will not permit any subsidiary to, take any action to offer or sell any debt securities (other than the New Notes) or any "put equivalent position" (within the meaning of Rule 16a-1 of the Exchange Act) for a period of 90 days after the date of this offering memorandum without the prior consent of BofA Securities, Inc. and J.P. Morgan Securities LLC.

New Issue of Notes

The New Notes are a new issue of securities of the same series as of the outstanding Original Notes. In addition, the Notes are subject to certain restrictions on resale and transfer as described under "*Transfer Restrictions*." The Original Notes are listed, and approval in-principle has been received for the listing and quotation of the Notes on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this offering memorandum. Approval in-principle from, admission to the Official List of, and listing and quotation of the Notes on, the SGX-ST are not to be taken as an indication of the merits of the offering, the Notes, us, the Guarantors or any of our subsidiaries. For as long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes will be traded on the SGX-ST in a minimum board lot size of US$200,000.

Holders of the Notes will not receive definitive certificates at issuance and are not expected to receive definitive certificates. In the event that a global certificate is exchanged for definitive certificates, for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, we shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption. In addition, in the event that a global certificate is exchanged for definitive certificates, an announcement of such exchange shall be made by us or on our behalf through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive certificates, including details of the paying agent in Singapore.

Short Positions

In connection with the offering, the initial purchasers may purchase and sell the Notes in the open market. These transactions may include short sales and purchases on the open market to cover positions created by short sales. Short sales involve the sale by the initial purchasers of a greater principal amount of Notes than they are required to purchase in the offering. The initial purchasers must close out any short position by purchasing Notes in the open market. A short position is more likely to be created if the initial purchasers are concerned that there may be downward pressure on the price of the Notes in the open market after pricing that could adversely affect investors who purchase in the offering.

Similar to other purchase transactions, the initial purchasers' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of the Notes or preventing or retarding a decline in the market price of the Notes. As a result, the price of the Notes may be higher than the price that might otherwise exist in the open market.

Neither we nor any of the initial purchasers make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Notes. In addition, neither we nor any of the initial purchasers make any representation that the representative will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Settlement

We expect that delivery of the New Notes will be made against payment therefor on or about February 6, 2024, which will be the third business day following the date of this offering memorandum (such settlement cycle being herein referred to as "T+3"). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the New Notes more than two business days prior to the anticipated settlement date will be required, by virtue of the fact that the New Notes initially will settle in T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the New Notes who wish to trade the New Notes prior to closing should consult their own advisor.

Selling Restrictions

No action has been or will be taken in any jurisdiction that would permit a public offering of the New Notes or the possession, circulation or distribution of this offering memorandum or any material relating to us, the New Notes or the New Notes in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered, sold or exchanged, directly or indirectly, and neither this offering memorandum nor any other material or advertisements may be distributed or published, in or from any such country or jurisdiction, except in compliance with any applicable rules or regulations of any such country or jurisdiction.

This offering memorandum does not constitute an offer to buy or sell or a solicitation of an offer to sell or buy Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities laws or otherwise. The distribution of this offering memorandum in certain jurisdictions (including, but not limited to, the jurisdictions listed below) may be restricted by law. Persons into whose possession this offering memorandum comes are required by us and the initial purchasers to inform themselves about, and to observe, any such restrictions.

European Economic Area

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, the expression a "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of the EU MiFID II;

(ii) a customer within the meaning of the EU Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of the EU MiFID II; or

(iii) not a "qualified investor" as defined in Article 2(e) of the EU Prospectus Regulation.

Consequently, no key information document required by the EU PRIIPs Regulation for offering or selling the New Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the New Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

In the EEA, this offering memorandum is only directed at non-retail investors (being persons who are not retail investors as defined above) and any investment or investment activity to which this offering memorandum relates is available only to, and will be engaged in only with, non-retail investors. Any person in the EEA who is a retail investor should not act or rely on this offering memorandum or its contents. Each person in the EEA who purchases any of the New Notes will be deemed to have represented and warranted that they are a non-retail investor.

This offering memorandum has been prepared on the basis that any offer of the New Notes in any member state of the EEA will be made pursuant to an exemption under the EU Prospectus Regulation from the requirement to publish a prospectus for the offer of securities. For the avoidance of doubt, neither this offering memorandum nor any document referred to in it has been approved in accordance with the EU Prospectus Regulation and this offering memorandum is not a prospectus for the purposes of the EU Prospectus Regulation.

United Kingdom

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, the expression a "retail investor" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of assimilated law by virtue of the EUWA;

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of assimilated law by virtue of the EUWA; or

(iii) not a "qualified investor" as defined in Article 2(e) of Regulation (EU) No. 2017/1129 as it forms part of assimilated law by virtue of the EUWA.

Consequently, no key information document required by the UK PRIIPs Regulation for offering or selling the New Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the New Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. References in this paragraph to UK legislation include any successor legislation to that legislation.

This offering memorandum has been prepared on the basis that any offer of the New Notes in the UK will be made pursuant to an exemption from the requirement to publish a prospectus for the offer of securities. For the avoidance of doubt, neither this offering memorandum nor any document referred to in it has been approved by the UK Financial Conduct Authority and this offering memorandum is not a prospectus for the purposes of UK legislation.

In addition, in the UK, this offering memorandum is only directed at non-retail investors (being persons who are not retail investors as defined in the section titled "Notice to Investors within the United Kingdom") who are also:

(i) persons having professional experience in matters relating to investments who fall within the definition of "investment professionals" in Article 19(5) of the Financial Promotion Order;

(ii) high net worth bodies corporate, unincorporated associations, partnerships and trustees of high value trusts as described in Article 49(2)(a) to (c) of the Financial Promotion Order; or

(iii) persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the issue or sale of the New Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons").

In the UK, any investment or investment activity to which this offering memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. Any person in the UK who is not a relevant person should not act or rely on this offering memorandum or its contents. Each person in the UK who purchases any of the New Notes will be deemed to have represented and warranted that they are a relevant person.

Belgium

Neither the offering nor any brochure, material or document related thereto have been, or will be, submitted or notified to, or approved by, the Belgian Financial Services and Markets Authority (*Autorité des services et marchés financiers/Autoriteit voor Financiële Diensten en Markten*). In Belgium, the offering does not constitute public offerings within the meaning of Articles 3, §1, 1° and 6, §3 of the Belgian Law of April 1, 2007 on takeover bids (*loi relative aux offres publiques d'acquisition/wet op de openbare overnamebiedingen*, the "Takeover Law"), nor within the meaning of Article 3, §2 of the Belgian Law of June 16, 2006 on public offering of securities and admission of securities to trading on a regulated market (*loi relative aux offres publiques d'instruments de placement et aux admissions d'instruments de placement à la négociation sur des marchés réglementés/wet op de openbare aanbieding van beleggingsinstrumenten en de toelating van beleggingsinstrumenten tot de verhandeling op een gereglementeerde markt*, the "Prospectus Law"), each as amended or replaced from time to time. Accordingly, the offering may not be, and are not being advertised, and the offering as well as any brochure, or any other material or document relating thereto may not, have not and will not be distributed, directly or indirectly, to any person located and/or resident within Belgium, other than those who qualify as "Qualified Investors" (*investisseurs qualifiés/gekwalificeerde beleggers*), within the meaning of Article 10, §1 of the Prospectus Law, as amended from time to time, acting on their own account. Accordingly, the information contained in this offering memorandum or in any brochure or any other document or materials relating thereto may not be used for any other purpose, including for any offering in Belgium, except as may otherwise be permitted by law, and shall not be disclosed or distributed to any other person in Belgium.

Brazil

The New Notes have not been and will not be issued nor placed, distributed, offered or negotiated in the Brazilian capital markets and, as a result, have not been and will not be registered with the Securities Commission of Brazil (*Comissão de Valores Mobiliários*, or "CVM"). Documents relating to the offering of the New Notes, as well as information contained therein, may not be supplied to the public in Brazil (as the offering is not a public offering of securities in Brazil), or used in connection with any public offer for subscription or sale of the New Notes to investors in Brazil.

Canada

The New Notes will be issued in Canada on a private placement basis to "accredited investors" and also "permitted clients," each as defined under applicable Canadian provincial securities laws, subject to applicable law. Any resale of the New Notes must be made in accordance with the transfer restrictions described in this offering memorandum. See "*Transfer Restrictions*" and "*Certain Material Considerations for Canadian Purchasers—Canadian Resale Restrictions*."

Chile

The offer the New Notes is subject to General Rule No. 336 issued by the *Superintendencia de Valores y Seguros de Chile* ("CMF"). The commencement date of this offering is the one contained on the cover page of this offering memorandum. The New Notes will not be registered in the *Registro de Valores* (Securities Registry) or the *Registro de Valores Extranjeros* (Foreign Securities Registry), both kept by the CMF and will not be subject to the supervision of the CMF. As unregistered securities, the Issuer has no obligation to deliver/disclose public information about the New Notes in Chile. The New Notes cannot and will not be publicly offered in Chile unless registered in the *Registro de Valores* (Securities Registry) or the *Registro de Valores Extranjeros* (Foreign Securities Registry), both kept by the CMF. If the New Notes are offered within Chile, they will be offered and sold only pursuant to General Rule 336 of the CMF, an exemption to the registration requirements, or in circumstances which do not constitute a public offer of securities under Chilean law.

La oferta de los valores se acoge a la Norma de Carácter General N.º 336 de la Superintendencia de Valores y Seguros hoy Comisión para el Mercado Financiero ("CMF"). La fecha de inicio de la presente oferta es la indicada en la portada de este offering memorandum. Los valores no estarán inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, y tales valores no estarán sujetos a la fiscalización de la CMF. Por tratarse de valores no inscritos, no existe obligación por parte del emisor de entregar en Chile información pública respecto de los valores. Los valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores o el Registro de Valores Extranjeros que lleva la CMF. Si los valores son ofrecidos dentro de Chile, serán *ofrecidos y colocados sólo de acuerdo a la Norma de Carácter General N.º 336 de la CMF, una excepción a la obligación de inscripción, o en circunstancias que no constituyan una oferta pública de valores en Chile de conformidad a la ley chilena.*

Colombia

The New Notes have not been and will not be offered in Colombia through a public offering of securities pursuant to Colombian laws and regulations, nor will the New Notes be registered in the Colombian National Registry of Securities and Issuers (*Registro Nacional de Valores y Emisores*) maintained by the Colombian Superintendence of Finance (*Superintendencia Financiera de Colombia*) or listed on a regulated securities trading system such as the Colombian Stock Exchange (*Bolsa de Valores de Colombia*). Therefore, the New Notes may not be offered, sold or negotiated in Colombia, except under circumstances which do not constitute a public offering of securities under applicable Colombian securities laws and regulations. The offering does not constitute, and may not be used for, or in connection with, a public offering as defined under Colombian law and shall be valid in Colombia only to the extent permitted by Colombian law. This offering memorandum is for the sole and exclusive use of the addressee as a designated individual/investor, and cannot be considered as being addressed to or intended for the use of any third party, including any of such party's shareholders, administrators or employees, or by any other third-party resident in Colombia. The information contained in this offering memorandum is provided for assistance purposes only, and no representation or warranty is made as to the accuracy or completeness of the information contained herein.

Denmark

The offering does not constitute an offering of securities in Denmark within the meaning of the Danish Securities Trading Act or any Executive Orders issued pursuant thereto and has not been filed with or approved by the Danish Financial Supervisory Authority.

Dubai International Financial Center

This offering memorandum relates to an exempt offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This offering memorandum is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. They must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any document in connection with exempt offers. The DFSA has not approved this offering memorandum nor taken steps to verify the information set forth in any of them and has no responsibility for this offering memorandum. The New Notes to which this offering memorandum relate may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the New Notes should conduct their own due diligence on the Issuer and the Notes. If you do not understand the contents of this offering memorandum you should consult an authorized financial advisor.

France

This offering memorandum has not been prepared in the context of a public offering of financial securities in the Republic of France ("France") within the meaning of Article L.411-1 of the French *Code monétaire et financier* and therefore has not been and will not be filed with the *Autorité des marchés financiers* (the "AMF") for prior approval or submitted for clearance to the AMF. The New Notes may not be, directly or indirectly, offered or sold to the public in France and offers and sales of the New Notes will only be made in France to persons licensed to provide the investment service of portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or qualified investors (*investisseurs qualifiés*) investing for their own account, other than individuals, all as defined in, and in accordance with, Articles L.411-2 and D.411-1 of the French *Code monétaire et financier* and applicable regulations thereunder. Neither this offering memorandum nor any other offering material may be released, issued or distributed to the public in France or used in connection with any offer for subscription or sale of the New Notes to the public in France. The subsequent direct or indirect retransfer of the Notes to the public in France may only be made in compliance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French *Code monétaire et financier* and applicable regulations thereunder.

Germany

The offer of the New Notes is not a public offering in the Federal Republic of Germany. The Notes may only be offered, sold and acquired in accordance with the provisions of the Securities Prospectus Act of the Federal Republic of Germany (*Wertpapierprospektgesetz – WpPG*), as amended (the "Securities Prospectus Act"), the Commission Regulation (EC) No. 809/2004 of April 29, 2004, as amended, and any other applicable German law. No application has been made under German law to permit a public offer of securities in the Federal Republic of Germany. This offering memorandum has not been approved for purposes of a public offer of the New Notes and accordingly the New Notes may not be, and are not being, offered or advertised publicly or by public promotion in Germany. Therefore, this offering memorandum is strictly for private use and the offer is only being made to recipients to whom the document is personally addressed and does not constitute an offer or advertisement to the public. The New Notes will only be available to and this offering memorandum and any other offering material in relation to the New Notes is directed only at persons who are qualified investors (*qualifizierte Anleger*) within the meaning of Section 2, No. 6 of the Securities Prospectus Act. Any resale of the Notes in Germany may only be made in accordance with the Securities Prospectus Act and other applicable laws.

Hong Kong

The New Notes are not being offered or sold, in Hong Kong, by means of this offering memorandum or and any other documents or materials relating to the offering other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer or invitation to the public for the purposes of the Securities and Futures Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance. None of the Issuer, the Guarantors, the initial purchasers, the Trustee, the Registrar, the Paying Agent or the Security Agent, has issued or had in its possession for the purposes of issue, or will issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Italy

None of the offering, this offering memorandum or any other documents or materials relating to the offering have been or will be submitted to the clearance procedure of the *Commissione Nazionale per le Società e la Borsa* ("CONSOB"), pursuant to applicable Italian laws and regulations.

The offering is being carried out in the Republic of Italy as exempted offers pursuant to article 101-bis, paragraph 3-bis of Legislative Decree No. 58 of February 24, 1998, as amended (the "Financial Services Act") and article 35-bis, paragraph 3 of CONSOB Regulation No. 11971 of May 14, 1999, as amended (the "Issuers Regulation") and, therefore, are intended for, and directed only at (i) qualified investors (*investitori qualificati*) (the "Italian Qualified Investors"), as defined pursuant to Article 100, paragraph 1, letter (a) of the Financial Services Act and Article 34-*ter*, paragraph 1, letter (b) of the Issuers' Regulation.

Accordingly, the offering cannot be promoted, nor may copies of any document related thereto or to the Notes be distributed, mailed or otherwise forwarded, or sent, to the public in the Republic of Italy, whether by mail or by any means or other instrument (including, without limitation, telephonically or electronically) or any facility of a national securities exchange available in the Republic of Italy, other than to Italian Qualified Investors. Persons receiving this offering memorandum or any other document or material relating to the offering must not forward, distribute or send it in or into or from the Republic of Italy.

Each intermediary must comply with the applicable laws and regulations concerning information duties vis-à-vis its clients in connection with the Notes, the Notes or the offering.

Japan

The New Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the "FIEL") and will not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Mexico

The New Notes have not been, and will not be, registered with the National Securities Registry (*Registro Nacional de Valores*) maintained by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*) and, therefore the Notes may not be publicly offered or sold nor be the subject of intermediation in Mexico, publicly or otherwise, except that the Notes may be offered in Mexico to institutional and qualified investors pursuant to the private placement exception set forth in Article 8 of the Mexican Securities Market Law.

Norway

Neither of the offering nor this offering memorandum constitute a prospectus under Norwegian law and have not been filed with or approved by the Norwegian Financial Supervisory Authority, the Oslo Stock Exchange or the Norwegian Registry of Business Enterprises, as the offering and this offering memorandum have not been prepared in the context of a public offering of securities in Norway within the meaning of the Norwegian Securities Trading Act or any regulations issued pursuant thereto. The offering will only be directed to qualified investors as defined in the Norwegian Securities Regulation, Section 7-1 or in accordance with other relevant exceptions from the prospectus requirements. Accordingly, the offering and this offering memorandum may not be made available to the public in Norway nor may any of the offering otherwise be marketed and offered to the public in Norway.

Panama

The New Notes have not been registered, and will not be registered, with the Superintendency of Capital Markets (*Superintendencia del Mercado de Valores*) of Panama and therefore cannot, and will not, be publicly offered or sold in Panama, except in transactions exempted from the registration requirements of the securities laws and regulations of Panama. The Superintendency of Capital Markets of Panama has not reviewed the information contained in this offering memorandum. The documents relating to the offering, as well as the information contained therein, may not be distributed publicly in Panama nor be used in connection with any public offering for subscription or sale of the Notes in Panama. The Notes will not be subject to the securities laws of Panama and the Superintendency of Capital Markets of Panama will have no supervisory responsibilities over the offer or the Notes. The Notes do not benefit from the tax incentives provided by Panamanian securities laws. Investors must only acquire the Notes for investment purposes and not with a view to resale of the securities in Panama.

Peru

The New Notes and the information contained in this offering memorandum have not been, and will not be, registered with or approved by the Superintendency of the Securities Market (*Superintendencia del Mercado de Valores*) or the Lima Stock Exchange (*Bolsa de Valores de Lima*). Accordingly, the Notes cannot be offered or sold in Peru, except if such offering is considered a private offering under the securities laws and regulations of Peru.

Singapore

This offering memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Notes were not offered or sold or caused to be made the subject of an invitation for subscription or purchase and will not be offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, has not been circulated or distributed, nor will it be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(a) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust, as the case may be, shall not be transferred within six months after that corporation or that trust has acquired the Notes, as the case may be, pursuant to an offer made under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; or

(b) where no consideration is or will be given for the transfer; or

(c) where the transfer is by operation of law; or

(d) as specified in Section 276(7) of the SFA; or

(e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

In connection with Section 309B of the SFA and the CMP Regulations 2018, the Notes are prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Spain

Neither the New Notes, the offering, nor this offering memorandum have been registered with the Spanish National Securities Market Commission (*Comisión Nacional del Mercado de Valores*). Consequently, the Notes may not be offered, sold, resold or distributed to persons in Spain, except in circumstances which do not qualify as an offer of securities to the public in Spain, as defined in article 2(d) of the Prospectus Regulation or which is otherwise is exempt from publication of a prospectus under article 1.4 of the Prospectus Regulation. The Notes will only be offered in Spain to qualified investors (*inversores cualificados*) as this term is defined under article 2(e) of the Prospectus Regulation.

Switzerland

The New Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the FinSA, and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this offering memorandum nor any other offering or marketing material relating to the offering or the Notes constitutes a prospectus pursuant to the FinSA, and neither this offering memorandum nor any other offering or marketing material relating to the offering or the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

The Netherlands

This document has not been and will not be approved by the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*) in accordance with Article 5:2 of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*). The New Notes will only be offered in The Netherlands to qualified investors (*gekwalificeerde beleggers*) as defined in Article 1:1 of the Dutch Act on Financial Supervision.

Uruguay

The offering constitutes a private placement (*oferta privada*) under Art. 2 of Law No. 18,627 (December 2, 2009) of Uruguay. Neither the Issuer nor the New Notes is, or will be, registered with the *Superintendencia de Servicios Financieros del Banco Central del Uruguay* and, accordingly, the Notes may not be offered to persons in Uruguay except in circumstances that do not constitute a public offering under the laws of Uruguay. Hence, the Notes may be offered or sold to persons in Uruguay only on a private placement basis.

CERTAIN TAX CONSIDERATIONS

Certain U.S. Federal Income Tax Considerations

The following discussion summarizes certain U.S. federal income tax considerations of the ownership and disposition of the Notes by U.S. Holders and Non-U.S. Holders (each term as defined below). For purposes of this discussion, the term "Notes" refers to the 9.500% Senior Secured Notes due 2029 being offered hereby, and the term "Original Notes" refers to the 9.500% Senior Secured Notes due 2029 issued on October 20, 2023. This summary is based upon the provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), proposed, temporary and final Treasury regulations promulgated under the Code, and administrative rulings and judicial decisions, in each case as of the date of this offering memorandum. These authorities are subject to differing interpretations and may be changed, perhaps retroactively, resulting in U.S. federal income tax consequences different from those discussed below. The Issuer has not obtained, nor does it intend to obtain, a ruling from the U.S. Internal Revenue Service (the "IRS") with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions.

This summary assumes that the Notes will be held as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary does not address other U.S. federal tax laws (such as the alternative minimum tax, Medicare contribution tax laws and estate and gift tax laws) or the tax considerations arising under the laws of any state, local or non-U.S. jurisdiction. In addition, this summary does not address all tax considerations that may be applicable to a particular holder's circumstances or to holders that may be subject to special tax rules, including, without limitation, banks, insurance companies or other financial institutions, regulated investment companies, real estate investment trusts, tax-exempt organizations, dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of tax accounting for their securities holdings, U.S. Holders whose "functional currency" is not the U.S. dollar, controlled foreign corporations, passive foreign investment companies, U.S. expatriates, partnerships or other pass-through entities for U.S. federal income tax purposes, holders holding the Notes as a position in a hedging transaction, "straddle," "conversion transaction" or other risk reduction transaction, holders deemed to sell the Notes under the constructive sale provisions of the Code, holders required to accelerate the recognition of any item of gross income with respect to the Notes as a result of such income being recognized on an applicable financial statement, or subsequent purchasers of the Notes.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of the Notes that is, for U.S. federal income tax purposes: (i) a citizen or individual resident of the United States, (ii) a corporation, including any entity treated as a corporation for U.S. federal income tax purposes, created or organized in, or under the laws of, the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust, if its administration is subject to the primary supervision of a U.S. court and one or more United States persons have the authority to control all substantial decisions of the trust, or if it has made a valid election under applicable Treasury regulations to be treated as a United States person.

For purposes of this discussion, a "Non-U.S. Holder" is a beneficial owner of the Notes that is neither a U.S. Holder nor a partnership or other entity treated as a partnership for U.S. federal income tax purposes.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds the Notes, the tax treatment of a partner in the partnership will depend upon the status of the partner and the activities of the partnership. If you are a partnership or a partner in a partnership holding the Notes, you should consult your tax advisor regarding the tax consequences of the ownership and disposition of the Notes.

This summary is for general information purposes only, and is not intended to be, and should not be construed to be, legal or tax advice to any particular holder. You are urged to consult your tax advisor with regard to the application of the U.S. federal income tax laws, as well as the application of non-income tax laws and the laws of any state, local or non-U.S. taxing jurisdiction, to your particular situation.

Qualified Reopening

We intend to treat, and this discussion assumes, that the Notes will be issued in a "qualified reopening" of the Original Notes for U.S. federal income tax purposes. Debt instruments issued in a qualified reopening are deemed to be part of the same issue as the original debt instruments and will be fungible with the original debt instruments for

U.S. federal income tax purposes. Accordingly, the Notes will be considered to have the same issue date, the same issue price, and (with respect to holders) the same "adjusted issue price" as the Original Notes, and therefore will be treated as having been issued with the same amount of remaining "original issue discount" (as described below, "*OID*") as the Original Notes for U.S. federal income tax purposes.

U.S. Holders

Payments of Interest. Subject to the discussion below under "*—Pre-Acquisition Accrued Interest*" and "*—Amortizable Bond Premium*," payments of stated interest on the Notes will be subject to tax as ordinary income at the time the interest is paid or accrued in accordance with your method of accounting for U.S. federal income tax purposes.

Pre-Acquisition Accrued Interest. A portion of the price paid for the Notes offered pursuant to this offering memorandum will be allocable to interest that accrued prior to the date the Notes are acquired ("pre-acquisition accrued interest"). On the first interest payment date with respect to the Notes, you generally may treat a portion of the interest received in an amount equal to the pre-acquisition accrued interest as a return of the pre-acquisition accrued interest and not as a payment of interest on the Notes. Amounts treated as a return of pre-acquisition accrued interest should not be taxable when received. For purposes of determining your basis in the Notes, it is unclear whether you should exclude the amount attributable to pre-acquisition accrued interest from your initial basis in the Notes or reduce your basis in the Notes by the amount of pre-acquisition accrued interest when it is received. You should consult your tax advisor regarding your basis in the Notes.

Original Issue Discount. Because the issue price of the Original Notes was less than their stated principal amount by more than a specified *de minimis* amount, the Original Notes were issued with OID in an amount equal to such difference. As described above, because the Notes are considered issued in a "qualified reopening" of the Original Notes, the Notes will be issued with an "adjusted issue price" equal to the issue price of the Original Notes, increased by the accrued OID (as described below), for each prior accrual period and will have the same amount of remaining OID as the Original Notes for U.S. federal income tax purposes. You generally must include such remaining OID in your gross income (as ordinary income) as it accrues (on a constant yield to maturity basis) over the remaining term of the Notes without regard to your regular method of accounting for U.S. federal income tax purposes and in advance of the receipt of cash payments attributable to that income.

The amount of OID, if any, that you must include in income with respect to a Note generally will equal the sum of the "daily portions" of such remaining OID with respect to a Note for each day during the taxable year or portion of the taxable year in which you held such Note ("accrued OID"). The daily portion is determined by allocating to each day in each "accrual period" a pro rata portion of the OID allocable to that accrual period. The "accrual period" for a Note may be of any length and may vary in length over the term of the Note, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs on the first day or the final day of an accrual period. The amount of OID allocable to any accrual period other than the final accrual period is an amount equal to the excess, if any, of (i) the product of a Note's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (ii) the aggregate of all stated interest allocable to the accrual period. OID allocable to a final accrual period is the difference between the amount payable at maturity (other than a payment of stated interest) and the adjusted issue price of a Note at the beginning of the final accrual period. The adjusted issue price of a Note at the beginning of any accrual period is equal to its issue price, increased by the accrued OID, if any, for each prior accrual period (determined without regard to the amortization of any acquisition premium or amortizable bond premium, as discussed below), reduced by payments of principal.

Acquisition Premium. If your initial tax basis in the Notes (disregarding any amount paid by you in respect of pre-acquisition accrued interest) is greater than their adjusted issue price (as determined above) at the purchase date and less than or equal to the stated principal amount of the Notes, the Notes will be considered to have been issued to you at an "acquisition premium." Under the acquisition premium rules, the amount of OID that you must include in gross income with respect to the Notes for any taxable year will be reduced by the portion of the acquisition premium properly allocable to that year. The amount of acquisition premium allocated to each period is determined by multiplying the OID that otherwise would have been included in income by a fraction, the numerator of which is the excess of such initial tax basis over the adjusted issue price of the Notes and the denominator of which is the excess of the Notes' stated principal amount over its adjusted issue price.

Amortizable Bond Premium. If your initial tax basis in the Notes (disregarding any amount paid by you in respect of pre-acquisition accrued interest) is greater than the stated principal amount of the Notes, you will be considered to have acquired the Notes with "amortizable bond premium" and you will not be required to include any accrued OID in income. You generally may elect to amortize the bond premium over the remaining term of the Note on a constant yield method as an offset to interest when includible in income under your regular accounting method. If you do not elect to amortize the bond premium, that premium will decrease the gain or increase the loss you would otherwise recognize on disposition of the Notes. However, because the Notes may be redeemed by us prior to maturity at a premium, special rules apply that may reduce, eliminate or defer the amount of premium that you may amortize with respect to a Note. An election to amortize bond premium applies to all debt obligations (other than debt obligations the interest on which is excludible from gross income) then owned or thereafter acquired and may be revoked only with the consent of the IRS.

Market Discount. If your initial tax basis in the Notes (disregarding any amount paid by you in respect of pre-acquisition accrued interest) is less than their adjusted issue price, the amount of the difference generally will be treated as "market discount" for U.S. federal income tax purposes, unless that difference is less than a specified *de minimis* amount. Any discount of less than the specified *de minimis* amount will not constitute market discount. If your Notes have market discount, under the market discount rules, you will be required to treat any principal payment, any payment that is not stated interest, and any gain on the sale, exchange, retirement, redemption, or other taxable disposition of such Notes as ordinary income to the extent of the market discount that is treated as having accrued on such Notes at the time of the sale, exchange, retirement, redemption, or other taxable disposition and which you have not previously included in income. Any market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the Notes unless you elect to accrue on a constant interest method.

You may elect to include market discount in income currently as it accrues, on either a ratable or constant interest method, in which case any gain recognized will not be recharacterized as ordinary income.

Election to Treat All Interest as Original Issue Discount. You may elect to treat all interest (including stated interest, OID, and market discount or *de minimis* market discount, as adjusted by any acquisition premium or any amortizable bond premium, each as described herein) on the Notes as OID and calculate the amount includible in gross income under the constant yield method described above. The election must be made for the taxable year in which you acquire the Notes, and may not be revoked without the consent of the IRS. You should consult your tax advisor about this election. This discussion assumes this election is not made.

Substitution of the Issuer. The Issuer may, without the consent of the holders of the Notes and subject to certain conditions, be replaced and substituted by any of the Issuer's wholly-owned subsidiaries as principal debtor in respect of the Notes. Any such substitution might be treated for U.S. federal income tax purposes as a deemed disposition of the Notes by you in exchange for new notes issued by the new debtor. As a result of this deemed disposition, you could be required to recognize gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the issue price of the deemed new notes (as determined for U.S. federal income tax purposes), and your tax basis in the Notes. You are urged to consult your tax advisors concerning the U.S. federal income tax consequences of a change in debtor with respect to the Notes.

Sale, Exchange, Retirement, Redemption, or Other Taxable Disposition of the Notes. Unless a non-recognition provision applies and subject to the discussion above under "—*Pre-Acquisition Accrued Interest*," you will recognize taxable gain or loss upon a sale, exchange, retirement, redemption, or other taxable disposition of the Notes in an amount equal to the difference between (i) the amount of cash and the fair market value of any property received (less an amount equal to any accrued but unpaid stated interest, which will be taxed in the manner described above under "—*Payments of Interest*") and (ii) your adjusted tax basis in the Notes. Your adjusted tax basis in the Notes will be your initial tax basis in the Notes, increased by any OID or market discount previously included in income, and reduced by any amortized bond premium and any principal payments received.

Any gain or loss on the sale, exchange, retirement, redemption, or other taxable disposition of a Note will be capital gain or loss (except that all or a portion of any recognized gain could be subject to ordinary income treatment if there is any accrued market discount on a Note that has not been included in income at the time of the sale, exchange, retirement, redemption, or other taxable disposition, as discussed above under "—*Market Discount*") and will be long-term capital gain or loss if a Note has a holding period of more than one year at the time of the sale, exchange, retirement, redemption, or other taxable disposition. Long-term capital gains of non-corporate U.S. Holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

If any foreign income tax is withheld on a sale, exchange, retirement, redemption, or other taxable disposition of the Notes, the amount realized by a U.S. Holder will include the gross amount of the proceeds of such taxable disposition before deduction of such foreign income tax. Gain or loss, if any, recognized on a taxable disposition of the Notes generally will be treated as U.S. source gain or loss for U.S. foreign tax credit purposes. Consequently, if any gain recognized upon a sale, exchange, retirement, redemption, or other taxable disposition of the Notes is subject to foreign income or withholding tax, you may not be able to credit such tax against your U.S. federal income tax liability under the U.S. foreign tax credit limitations of the Code unless such credit can be applied (subject to applicable limitations) against tax due on other income treated as derived from non-U.S. sources. Alternatively, you may take a deduction for such foreign income tax if you elect to deduct (rather than credit) all foreign income taxes paid or accrued during the taxable year. The rules governing foreign tax credits are complex and you are urged consult your tax advisors regarding the availability of foreign tax credits in your particular circumstances.

Non-U.S. Holders

For purposes of the discussion below, any income or gain will be considered to be "U.S. trade or business income" if such income or gain is:

- effectively connected with your conduct of a U.S. trade or business; and
- if required by an applicable income tax treaty with the United States, attributable to a U.S. permanent establishment (or a fixed base) maintained by you in the United States.

Payments of Interest. Subject to the discussions under "*—Backup Withholding and Information Reporting—Non-U.S. Holders*" and "*—Additional Withholding Requirements*," U.S. federal withholding tax will not apply to any payment of interest (including any accrued OID) on the Notes under the portfolio interest rule, provided that certain requirements are satisfied, including:

- the accrued interest is not U.S. trade or business income;
- you do not actually (or constructively) own 10% or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and applicable Treasury regulations;
- you are not a controlled foreign corporation that is related to us through stock ownership;
- you are not a bank whose receipt of interest on the Notes is described in Section 881(c)(3)(A) of the Code; and
- either (a) you provide your name and address on an applicable IRS Form W-8, and certify, under penalties of perjury, that you are not a United States person as defined under the Code or (b) you hold your Notes through certain foreign intermediaries and satisfy the certification requirements of applicable United States Treasury regulations. Special certification rules apply to Non-U.S. Holders that are pass-through entities rather than corporations or individuals.

If you cannot satisfy the requirements of the portfolio interest rule, payments of interest (including any accrued OID) on the Notes made to you generally will be subject to a 30% U.S. federal withholding tax, unless you provide the applicable withholding agent with a properly executed:

- IRS Form W-8BEN or Form W-8BEN-E (or other applicable form) claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty; or
- IRS Form W-8ECI (or other applicable form) stating that interest paid on the Notes is not subject to withholding tax because it is U.S. trade or business income.

For purposes of this discussion relating to Non-U.S. Holders, interest does not include any pre-acquisition accrued interest, as discussed above under "*—U.S. Holders—Pre-acquisition accrued interest*."

Sale, Exchange, Retirement, Redemption, or Other Taxable Disposition of the Notes. Subject to the discussion under "*—Backup Withholding and Information Reporting—Non-U.S. Holders*," any gain realized upon the sale, exchange, retirement, redemption, or other taxable disposition of the Notes will not be subject to U.S. federal income or withholding tax unless:

- the gain is U.S. trade or business income, in which case the gain will be subject to tax as described below under "*—Effectively Connected Interest and Gain*"; or
- you are an individual who is present in the United States for 183 days or more in the taxable year of that sale, exchange, retirement, redemption, or other taxable disposition, and certain other conditions are met, in which case the gain (net of certain U.S. source capital losses) will be subject to a flat 30% tax, unless an applicable income tax treaty provides otherwise.

To the extent proceeds from the sale, exchange, retirement, redemption, or other taxable disposition of the Notes represent accrued and unpaid stated interest, you generally will be subject to U.S. federal income tax with respect to such accrued and unpaid stated interest in the same manner as described above under "*—Payments of Interest*."

Effectively Connected Interest and Gain. If any interest (including any accrued OID) on, or gain realized upon the disposition of, the Notes is U.S. trade or business income, you will be subject to U.S. federal income tax on that interest or gain on a net income basis (although you will be exempt from the 30% U.S. federal withholding tax on any payment of interest (including any accrued OID), provided the certification requirements discussed above are satisfied) in the same manner as if you were a U.S. Holder. In addition, if you are a foreign corporation, you may be subject to an additional branch profits tax equal to 30% (or lower applicable income tax treaty rate) of your effectively connected earnings and profits, subject to adjustments.

Backup Withholding and Information Reporting

U.S. Holders

Information reporting requirements generally will apply to payments of interest on the Notes, any accrued OID on the Notes, and proceeds from a sale, exchange, retirement, redemption, or other taxable disposition of the Notes (unless, in each case, you are an exempt recipient such as a corporation). Backup withholding may apply to any payments described in the preceding sentence if you fail to provide a taxpayer identification number or a certification that you are not subject to backup withholding. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against your U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

Non-U.S. Holders

Information returns generally will be filed in connection with the amount of interest (including any accrued OID) paid to you with respect to the Notes and the amount of tax, if any, withheld with respect to such payments. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which you reside under the provisions of an applicable income tax treaty.

In general, you will not be subject to backup withholding with respect to interest (including any accrued OID) paid to you with respect to the Notes, provided, the applicable withholding agent does not have actual knowledge or reason to know that you are a United States person as defined under the Code, and you have provided a validly completed applicable IRS Form W-8 establishing that you are not a United States person (or you satisfy certain documentary evidence requirements for establishing that you are not a United States person).

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale, exchange, retirement, redemption, or other taxable disposition of the Notes made within the United States or conducted through certain United States-related financial intermediaries, unless you certify to the payor under penalties of perjury that you are not a United States person as defined under the Code (and the payor does not have actual knowledge or reason to know that you are a United States person), or you otherwise establish an exemption.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against your U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

Additional Withholding Requirements

Under Sections 1471 through 1474 of the Code (such Sections commonly referred to as "*FATCA*"), a 30% U.S. federal withholding tax may apply to any interest (including any accrued OID) paid on the Notes to (i) a "foreign financial institution" (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) its compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner which avoids withholding, or (ii) a "non-financial foreign entity" (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) adequate information regarding certain substantial U.S. beneficial owners of such entity (if any). If an interest payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under "*—Non-U.S. Holders—Payments of Interest*," the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax.

You are urged to consult your tax advisor regarding these rules and your ownership and disposition of the Notes.

Certain Swiss Tax Considerations

The following is a general description of certain Swiss tax considerations relating to the Notes, according to current Swiss taxation laws in force and respective practice. It does not purport to be a complete description of all tax considerations relating to the Notes. Prospective investors in the Notes are advised to consult their own professional advisers.

Withholding Tax

Interest on the Notes will not be subject to Swiss withholding tax, provided that the Issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

On April 3, 2020, the Swiss Federal Council published draft legislation and opened a consultation procedure regarding the reform of the Swiss withholding tax regime applicable to interest on bonds. This draft legislation provides for, among other things, the replacement of the current debtor-based regime applicable to interest payments on bonds with a paying agent-based regime for Swiss withholding tax. Generally speaking, this proposed paying agent-based regime would (i) subject all interest payments on bonds made through paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax, and (ii) exempt from Swiss withholding tax interest payments on bonds to all other persons, including to Swiss-domiciled legal entities and foreign investors (other than for indirect interest payments through foreign and Swiss domestic collective investments vehicles). However, the results of the consultation, which ended on July 10, 2020, were controversial. Consequently, on April 15, 2021, the Swiss Federal Council submitted new draft legislation on the reform of the Swiss withholding tax system providing for the abolition of Swiss withholding tax on interest payments on bonds for submission to the Swiss Parliament, which legislation was accepted by the Swiss Parliament on December 17, 2021. This legislation has been rejected in a referendum held on September 25, 2022. Therefore, it cannot be excluded that a paying agent-based regime will be proposed again. If a new paying agent-based regime were to be enacted in a comparable manner as proposed by the draft legislation published on April 3, 2020 and were to result in the deduction or withholding of Swiss withholding tax on any payment in respect of a Note by any person in Switzerland, the holder of such Note would not be entitled to any additional amounts with respect to such Note as a result of such deduction or withholding under the terms and conditions of the Notes.

Stamp Taxes

The issue and redemption of notes by the Issuer are not subject to Swiss federal stamp duty.

Purchases or sales of debt securities with a maturity in excess of 12 months where a Swiss domestic bank or a Swiss domestic securities dealer (as defined in the Swiss federal stamp duty act) is a party, or acts as an intermediary, to the transaction may be subject to Swiss federal stamp duty on dealings in securities at a rate of up to 0.3 per cent of the purchase price of the debt securities. Where both the seller and the purchaser of the debt securities are non-residents of Switzerland or the Principality of Liechtenstein, no Swiss federal stamp duty on dealing in securities is payable.

Income Taxation on Principal or Interest

Debt securities held by non-Swiss resident holders

Payments by the Issuer of interest and repayment of principal to, and gain realized on the sale or redemption of the Notes by, a holder of Notes who is not a resident of Switzerland and who during the relevant taxation year has not engaged in a trade or business through a permanent establishment or a fixed place of business in Switzerland to which the Notes are attributable and who is not subject to income taxation in Switzerland for any other reason will not be subject to any Swiss federal, cantonal or communal income tax.

Debt securities held by Swiss resident holders as private assets

Debt securities without a "predominant one-time interest payment": Individuals who reside in Switzerland and who hold debt securities without a predominant one-time interest payment as private assets are required to include all payments of interest as well as an original issue discount or a repayment premium in respect of the debt securities by the Issuer in their personal income tax return and will be taxable on any net taxable income (including the payments of interest in respect of the debt securities) for the relevant tax period.

Debt securities without a predominant one-time interest payment are debt securities the yield-to-maturity of which predominantly derives from periodic interest payments and not from a one-time-interest-payment.

Debt securities with a "predominant one-time interest payment": An individual who resides in Switzerland and privately holds a debt security the yield-to-maturity of which predominantly derives from a one-time interest-payment, such as an original issue discount or a repayment premium, and not from periodic interest payments, is required to include in his or her personal income tax return for the relevant tax period any periodic interest payments in respect of the debt securities received from the Issuer and, in addition, any amount realized on the sale or redemption of such debt securities equal to the difference between the value of the debt security at redemption or sale, as applicable, and the value of the debt security at issuance or secondary market purchase, as applicable, and converted into Swiss Francs at the exchange rate prevailing at the time of sale or redemption, issuance or purchase, respectively, and will be taxable on any net taxable income (including such amounts) for the relevant tax period. Any value decreases realized on such debt securities on sale or redemption may be offset by such person against any gains (including periodic interest payments) realized by him or her within the same tax period from other instruments with a predominant one-time interest payment.

Capital gains and losses: In general, Swiss resident individuals who sell or otherwise dispose of privately held debt securities realize either a tax-free private capital gain or a non-tax-deductible capital loss. See the preceding paragraph for a summary of the tax treatment of a gain or a loss realized on debt securities with a "predominant one-time interest payment." See "*—Debt securities held as Swiss business assets*" below for a summary of the tax treatment of individuals classified as "professional securities dealers."

Debt securities held as Swiss business assets

Individuals who hold debt securities as part of a business in Switzerland and Swiss resident corporate taxpayers and corporate taxpayers residing abroad holding debt securities as part of a permanent establishment or fixed place of business in Switzerland are required to recognize the payments of interest and any capital gain or loss realized on the sale or other disposition of such debt securities in their income statement for the respective tax period and will be taxable on any net taxable earnings for such tax period. The same taxation treatment also applies to Swiss resident individuals who, for income tax purposes, are classified as "professional securities dealers" for reasons of, among other things, frequent dealings and leveraged transactions in securities.

Automatic Exchange of Information in Tax Matters

On November 19, 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA"). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "AEOI"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "AEOI Act") entered into force on January 1, 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.

The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of specialty (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Switzerland has concluded a multilateral AEOI agreement with the EU (replacing the EU savings tax agreement) and has concluded bilateral AEOI agreements with several non-EU countries. An up-to-date list of the AEOI agreements to which Switzerland is a party that are in effect, or signed but not yet in effect, can be found on the website of the State Secretariat for International Financial Matters SIF.

Based on such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in a treaty state.

CERTAIN CONSIDERATIONS FOR ERISA AND OTHER U.S. EMPLOYEE BENEFIT PLANS

The following summary regarding certain aspects of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Code is based on ERISA and the Code, judicial decisions and United States Department of Labor (the "DOL") and U.S. Internal Revenue Service (the "IRS") regulations and rulings that are in existence on the date of this offering memorandum. This summary is general in nature and does not address every issue pertaining to ERISA or the Code that may be applicable to us, the Notes or a particular investor. Accordingly, each investor should consult with his, her or its own counsel in order to understand the issues relating to ERISA and the Code that affect or may affect the investor with respect to the acquisition of Existing Notes.

ERISA and the Code impose certain requirements on (i)(x) "employee benefit plans" (as defined in Section 3(3) of ERISA) that are subject to Title I of ERISA, (y) plans, individual retirement accounts and other arrangements subject to Section 4975 of the Code, and (z) entities whose underlying assets are deemed to include plan assets by reason of an employee benefit plan's or plan's investment in such entities (each such employee benefit plan, plan or entity set forth in (x), (y) and (z) referred to herein as a "Plan"), and (ii) on those persons who are "fiduciaries" as defined in Section 3(21) of ERISA or Section 4975 of the Code with respect to Plans. In considering an investment of the assets of a Plan in the Notes, a fiduciary must, among other things, discharge its duties solely in the interest of the participants of such Plan and their beneficiaries and for the exclusive purpose of providing benefits to such participants and beneficiaries and defraying reasonable expenses of administering the Plan. A fiduciary must act prudently and must diversify the investments of a Plan subject to ERISA so as to minimize the risk of large losses, as well as discharge its duties in accordance with the documents and instruments governing such Plan. In addition, ERISA generally requires fiduciaries to hold all assets of a Plan subject to ERISA in trust and to maintain the indicia of ownership of such assets within the jurisdiction of the district courts of the United States. A fiduciary of a Plan subject to ERISA should consider whether an investment in the Notes satisfies these requirements by taking into account the Plan's particular circumstances and all of the facts and circumstances of the investment including, but not limited to, the matters discussed above under "*Risk Factors*" and the fact that in the future there may be no market in which such fiduciary will be able to sell or otherwise dispose of the Notes.

An investor who is considering acquiring the Notes with the assets of a Plan must consider whether the holding of the Notes will constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. ERISA and Section 4975 of the Code prohibit certain transactions that involve a Plan and a "party in interest" as defined in Section 3(14) of ERISA or a "disqualified person" as defined in Section 4975(e)(2) of the Code with respect to such Plan. Examples of such prohibited transactions include, but are not limited to, sales or exchanges of property (such as the Notes) or extensions of credit between a Plan and a party in interest or disqualified person. In addition, ERISA and Section 4975 of the Code generally prohibit a fiduciary with respect to a Plan from dealing with the assets of the Plan for its own benefit (for example when a fiduciary of a Plan uses its position to cause the Plan to make investments in connection with which the fiduciary (or a party related to the fiduciary) receives a fee or other consideration).

ERISA and the Code contain certain exemptions from the prohibited transactions described above, and the DOL has issued several exemptions, although certain exemptions do not provide relief from the prohibitions on fiduciary self-dealing discussed above. Exemptions include Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code pertaining to certain transactions with non-fiduciary service providers (or their affiliates); DOL Prohibited Transaction Class Exemption ("PTCE") 95-60, applicable to transactions involving insurance company general accounts; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 91-38, regarding investments by bank collective investment funds; PTCE 84-14, regarding investments effected by a qualified professional asset manager; and PTCE 96-23, regarding investments effected by an in-house asset manager. There can be no assurance that any of these exemptions will be available with respect to the holding of Existing Notes. Under ERISA and Section 4975 of the Code, excise taxes or other liabilities may be imposed on parties in interest or disqualified persons who participate in non-exempt prohibited transactions (other than a fiduciary acting only as such) and such transactions may have to be rescinded.

As a general rule, a governmental plan, as defined in Section 3(32) of ERISA, a church plan, as defined in Section 3(33) of ERISA, that has not made an election under Section 410(d) of the Code and a plan maintained outside the United States primarily for the benefit of persons substantially all of whom are nonresident aliens, as described in Section 4(b)(4) of ERISA, are not subject to Title I of ERISA or Section 4975 of the Code (each, a "non-ERISA Plan"). Accordingly, assets of such non-ERISA Plans may be invested without regard to the fiduciary and prohibited transaction considerations described above. Although a non-ERISA Plan is not subject to Title I of ERISA or Section 4975 of the Code, it may be subject to other U.S. federal, state or local laws or regulations or non-U.S. laws or regulations that regulate its investments and are similar to Title I of ERISA or Section 4975 of the Code (a "Similar Law"). A fiduciary of a non-ERISA Plan should consider whether investing in the Notes satisfies the requirements, if any, under any applicable Similar Law.

Each Plan and non-ERISA Plan should consider the fact that none of us, the initial purchasers nor any of our or their affiliates will act as a fiduciary to any Plan or non-ERISA Plan with respect to the decision to acquire Existing Notes and is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, with respect to such decision.

The Notes may be acquired by a Plan or a non-ERISA Plan, but only if the holding of the Notes will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of Similar Law. Therefore, any acquirer of the Notes will be deemed to represent and warrant that (i) it is not acquiring such note (or interest therein) for or on behalf of any Plan or non-ERISA Plan that is subject to Similar Law or (ii) its acquisition and holding of the Notes by such holder will not constitute or give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that any fiduciary of a Plan or other person who proposes to use assets of any Plan to acquire the Notes (i.e., by exchanging Existing Notes for Notes) should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA, Section 4975 of the Code, and any applicable Similar Law, to such an investment, and to confirm that such investment will not constitute or result in a non-exempt prohibited transaction or any other violation of an applicable requirement of ERISA, the Code, or any applicable Similar Law.

The decision to acquire, sell, transfer or hold the Notes must be made on an arm's length basis and each Plan should consider that neither we nor the initial purchasers will act as a fiduciary to any Plan with respect to such decision, nor are we or the initial purchasers undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, with respect to any such decision. The sale of the Notes to a Plan is in no respect a representation by any of us or the initial purchasers that such an investment meets all relevant legal requirements with respect to investments by a Plan, or that such an investment is appropriate for a Plan generally.

Neither this offering memorandum, nor the sale of Notes is a representation by us or the initial purchasers that an acquisition of the Notes meets any or all legal requirements applicable to investments by Plans or non-ERISA Plans or that such an investment is appropriate for any particular Plan or non-ERISA Plan.

CERTAIN MATERIAL CONSIDERATIONS FOR CANADIAN PURCHASERS

Representations of Canadian Purchasers

Each purchaser of New Notes resident in Canada will be deemed to have acknowledged, represented to and agreed to with us and the initial purchasers, that such purchaser, or any ultimate investor for which such purchaser is acting as agent:

(a) is resident in a province of Canada and the acquisition by, and sale to it, of the Notes, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such acquisition and sale occurred only in one of the provinces of Canada and is entitled under applicable provincial securities laws to be issued such Notes without the benefit of a prospectus qualified under such securities laws;

(b) is basing its investment decision solely on this offering memorandum and not on any other information concerning the Issuer;

(c) it has been independently advised as to restrictions with respect to trading in the Notes imposed by applicable securities laws in the jurisdiction in which it resides, confirms that no representation (written or oral) has been made to it by or on behalf of the Issuer or the initial purchasers with respect thereto, acknowledges that it is aware of the characteristics of the Notes, the risks relating to an investment in the Notes and of the fact that it may not be able to resell the Notes except in accordance with limited exemptions under applicable securities legislation and regulatory policy and compliance with the other requirements of applicable law;

(d) acknowledges that it has been advised to consult its own legal counsel in its jurisdiction of residence for full particulars of the resale restrictions applicable to it;

(e) has reviewed and acknowledges the terms referred to below under the heading "—*Canadian Resale Restrictions*"; and

(f) is in compliance with the following:

   (i) the purchaser is an "accredited investor" as defined in Section 73.3(1) of the *Securities Act* (Ontario) (if the investor is resident in the Province of Ontario) or in Section 1.1 of NI 45-106, as applicable, and is not a person created or being used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in Section 1.1 of NI 45-106;

   (ii) the purchaser is being issued the Notes as principal for its own account, or is deemed to be issued the Notes as principal for its own account in accordance with the applicable securities laws of the province in which such purchaser is resident, by virtue of being either (i) a trust company or trust corporation as further described in subsection (p) of the definition of "accredited investor" in Section 1.1 of NI 45-106; or (ii) a person acting on behalf of a fully managed account managed by that person as further described in subsection (q) of the definition of "accredited investor" in Section 1.1 of NI 45-106;

   (iii) the purchaser is a "permitted client" within the meaning of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("NI 31-103") of the CSA and is not an individual;

   (iv) the purchaser is acquiring the Notes for investment only and not with a view to resale or distribution;

   (v) the purchaser is not an "insider" of the Issuer or a "registrant" (each as defined under applicable Canadian securities laws) unless it has prior to the time of its acquisition of any Notes delivered written notice to the Issuer and the initial purchasers stating that it is in fact an "insider" or a "registrant," as the case may be;

   (vi) the purchaser has no knowledge of a "material fact" or "material change" (as those terms are defined in applicable Canadian securities laws) in the affairs of the Issuer that has not been generally disclosed to the public, other than knowledge of this particular transaction;

(vii) the purchaser acknowledges and agrees that the Notes have been offered exclusively under this offering memorandum and was not made through an advertisement of the Notes in any printed media of general and regular paid circulation, radio, television or telecommunications, including electronic display, or any other form of advertising in Canada;

(viii) the purchaser acknowledges that the Notes are being distributed in Canada on a private placement basis only and that any resale of Notes must be in accordance with the requirements of applicable securities laws, which will vary depending on the relevant jurisdictions. The Notes will be a new issue of securities and there is currently no established market for the Notes;

(ix) where required by applicable securities laws, regulations or rules, the purchaser will execute, deliver and file such reports, undertakings and other documents relating to the issuance of the Notes to the purchaser as may be required by such laws, regulations or rules, or assist the Issuer and the initial purchasers, as applicable, in obtaining and filing such reports, undertakings and other documents or provide to the Issuer or the initial purchasers such information about the purchaser as may be required by such laws, regulations or rules. Furthermore, through the issuance of the Notes, the purchaser acknowledges that it may be required to certify as to its status as an "accredited investor" under NI 45-106 or Section 73.3 of the *Securities Act* (Ontario), as applicable, and its status as a "permitted client" under NI 31-103 and that such information and other information that the purchaser may have provided to the initial purchasers involved in the issuance of the Notes may be required to be delivered by the initial purchasers to the Issuer. By agreeing to be issued the Notes, the purchaser consents to the disclosure of such information; and

(x) the purchaser acknowledges and agrees that its name and other specified information, including the amount of Notes it has acquired, may be disclosed to the relevant Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable securities and freedom of information laws and regulations. The purchaser consents to the disclosure of such information. If required by applicable securities laws or stock exchange rules, the purchaser agrees to execute, deliver and file or assist the initial purchasers and/or the Issuer in obtaining and filing such certificates, reports, undertakings and other documents relating to the issuance of the Notes to the purchaser as may be required by any securities commission, stock exchange or other regulatory authority. See "*—Indirect Collection of Personal Information*."

Indirect Collection of Personal Information

By purchasing Notes, each purchaser resident in Canada acknowledges that we and the initial purchasers and their respective agents and advisers may each collect, use and disclose its name, address, telephone number, and other specified personally identifiable information (the "Personal Information"), including such purchaser's name, residential address, telephone number, email address, the amount and value of Notes that it has purchased and the statutory exemption relied on for purposes of meeting legal, regulatory and audit requirements and as otherwise permitted or required by law or regulation. Such purchaser authorizes the indirect collection of the Personal Information and consents to the disclosure of the Personal Information to the Canadian securities regulatory authorities. Further, by purchasing the Notes, such purchaser acknowledges that its name and other specified information, including the number of Notes it has purchased, may be disclosed to other Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable laws. Such purchaser consents to the foregoing and hereby authorizes the indirect collection of the Personal Information by the securities regulatory authorities or regulators in Canada.

In addition, by purchasing the Notes, each purchaser resident in Canada will be deemed to have represented to us and the initial purchasers that such purchaser: (i) has been notified by the Company that we or the initial purchasers may provide information pertaining to such purchaser that is required to be disclosed in Schedule 1 of Form 45-106F1 under NI 45-106 (including the Personal Information) to the Canadian securities regulatory authorities or regulators and may become available to the public in accordance with the requirements of applicable laws; (ii) acknowledges that the Personal Information will be collected indirectly by the applicable securities regulatory authority or regulator under the authority granted to it under applicable securities legislation; (iii) acknowledges that the Personal Information will be collected for the purposes of the administration and enforcement of securities legislation in each applicable jurisdiction; and (iv) has been notified that the public official in the applicable local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of such Personal Information is as follows:

(a) British Columbia Securities Commission, P.O. Box 10142, Pacific Centre 701 West Georgia Street, Vancouver, British Columbia V7Y 1L2, Attention: FOI Inquiries, e-mail: FOI-privacy@bcsc.bc.ca, Tel.: +1 (604) 899-6854, Toll free in Canada: +1 (800) 373-6393;

(b) Alberta Securities Commission, Suite 600, 250 - 5th Street SW, Calgary, Alberta T2P 0R4, Attention: FOIP Coordinator, Tel.: +1 (403) 297-6454, Toll free in Canada: +1 (877) 355-0585;

(c) Financial and Consumer Affairs, Authority of Saskatchewan, 2365 Albert St. 4th Floor, Regina, Saskatchewan, S4P 4K1, Attention: Director, Tel.: +1 (306) 787-5842;

(d) The Manitoba Securities Commission, 500 - 400 St. Mary Avenue, Winnipeg, Manitoba R3C 4K5, Attention: Director, Tel.: +1 (204) 945-2561, Toll free in Manitoba: +1 (800) 655-5244;

(e) Ontario Securities Commission, 20 Queen Street West, 22nd Floor, Toronto, Ontario M5H 3S8, Attention: Inquiries Officer, e-mail: exemptmarketfilings@osc.gov.on.ca, Tel.: +1 (416) 593-8314, Toll free in Canada: +1 (877) 785-1555;

(f) Autorité des marchés financiers, 800, Rue du Square, Victoria, 22e étage, C.P. 246, Tour de la Bourse, Montréal, Québec H4Z 1G3, Attention: Secrétaire Générale, e-mail: financementdessocietes@lautorite.qc.ca, Tel.: +1 (514) 395-0337 or +1 (877) 525-0337;

(g) Government of Newfoundland and Labrador Financial Services Regulation Division, P.O. Box 8700, 2nd Floor, West Block, Confederation Building, St. John's, NL, A1B 4J6, Attention: Superintendent of Securities, Tel.: +1 (709) 729-4189;

(h) Financial and Consumer Services Commission (New Brunswick), 85 Charlotte Street, Suite 300, Saint John, New Brunswick, E2L 2J2, Attention: Chief Executive Officer and Privacy Officer, e-mail: info@fcnb.ca, Tel.: +1 (506) 658-3060, Toll free in Canada: +1 (866) 933-2222;

(i) Nova Scotia Securities Commission, Suite 400, Duke Tower, 5251 Duke Street, PO Box 458, Halifax, Nova Scotia, B3J 2P8, Attention: Executive Director, Tel.: +1 (902) 424-7768; and

(j) Prince Edward Island Securities Office, 95 Rochford Street, 4th Floor Shaw Building, P.O. Box 2000, Charlottetown, PEI C1A 7N8, Attention: Superintendent of Securities, Tel.: +1 (902) 368-4569.

Notice Regarding Initial Purchasers

Each purchaser of Notes resident in Canada acknowledges that it has been notified that: (a) the initial purchasers are not located in Canada or registered as a securities dealer in any province of Canada (or, if they are so registered, they are not relying upon their registration status to issue the Notes); (b) all or substantially all of the assets of the initial purchasers may be situated outside of Canada; and (c) there may be difficulty enforcing legal rights against the initial purchasers for these reasons. If issuance of Notes in Canada by the initial purchasers are not set through a Canadian affiliate of the initial purchasers which is a registered dealer in the applicable Canadian province, the initial purchasers will rely on the "international dealer exemption" in NI 31-103 from the registration requirements in the applicable Canadian province in connection with the issuance of Notes to purchasers resident in such Canadian province. If the initial purchasers rely on the international dealer exemption, the name and address of their respective agent for service of process in each of the Canadian provinces for which they are relying on the international dealer exemption will be provided to purchasers of the Notes resident in Canada in such Canadian provinces.

Canadian Tax Considerations

No representation or warranty is made as to the tax consequences to a Canadian resident of the investment in the Notes. Canadian residents are advised that the investment in the Notes may give rise to particular tax consequences affecting them. **Accordingly, Canadian residents are strongly encouraged to consult with their tax advisers prior to undertaking any of the transactions described in this offering memorandum.**

Relationship with Initial Purchasers

The New Notes are being offered by the initial purchasers. We will pay the initial purchasers a reasonable and customary fee for offering the New Notes. We will also reimburse the initial purchasers for certain of their reasonable out-of-pocket expenses. The obligations of the initial purchasers to perform such functions are subject to certain conditions. We have agreed to indemnify the initial purchasers against certain liabilities, including liabilities under federal securities laws, in connection with their services.

At any given time, the initial purchasers may trade Notes or other of our securities for their own account or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes.

From time to time in the ordinary course of business, the initial purchasers and their respective affiliates have provided, and may provide in the future, investment or commercial banking services to us and our affiliates in the ordinary course of business for customary compensation.

In addition, in the ordinary course of their business activities, the initial purchasers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their respective customers. Such investments and securities activities may involve securities and/or instruments of the Company or its affiliates. If the initial purchasers or any of their respective affiliates has a lending relationship with the Company or its affiliates, the initial purchasers or certain of their respective affiliates routinely hedge, and the initial purchasers or certain of their respective affiliates are likely to hedge, their credit exposure to the Company or its affiliates consistent with their customary risk management policies. Typically, the initial purchasers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Company's or its affiliates' securities. The initial purchasers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The initial purchasers or their affiliates have acted as managers and/or initial purchasers in prior financing transactions involving the Company and/or its subsidiaries.

Due to the foregoing, the Company may be considered a "connected issuer" of the initial purchasers as such term is defined in National Instrument 33-105 - Underwriting Conflicts of the CSA. The decision to issue the Notes was, and the determination of the terms of the distribution were, made through negotiations between the initial purchasers and the Company. The initial purchasers will receive a customary fee from the Company in connection with the offering of the Notes.

Language of Documents

Upon acceptance of this offering memorandum, each purchaser who purchases Notes hereby agrees that it is such purchaser's express wish that all documents evidencing or relating in any way to the sale of the Notes (including for greater certainty any purchase confirmation or any notice) be drafted in the English language only. *Par l'acceptation de ce document, chaque souscripteur de billets au Canada reconnaît par les présentes avoir expressément demandé que soient rédigés en anglais uniquement tous les documents qui, de quelque façon que ce soit, attestent la vente de ces billets ou y ont trait.*

Interest Rate Disclosure

For the purposes solely of disclosure under the *Interest Act* (Canada), whenever interest to be paid on the Notes is to be calculated on the basis of a year of 360 days consisting of twelve 30-day months, the yearly rate of interest to which the rate used in such calculation is equivalent during any particular period is the rate so used multiplied by a fraction of which:

(a) the numerator is the product of: (i) the actual number of days in the calendar year in which such period ends, and (ii) the sum of (A) the product of (x) 30 and (y) the number of complete months elapsed in the relevant period and (B) the number of days elapsed in any incomplete month in the relevant period, and

(b) the denominator is the product of: (i) 360, and (ii) the actual number of days in the relevant period.

The rates of interest under the Notes are nominal rates and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under Notes.

Canadian Resale Restrictions

The New Notes issued in the provinces of Canada are being issued in the provinces of Canada on a private placement basis only and is therefore exempt from the requirement that the Issuer prepare and file a prospectus with the relevant Canadian securities regulatory authorities. Accordingly, any resale of the Notes in Canada must be made in accordance with applicable Canadian securities laws and as described in this offering memorandum, which may require resales to be made in accordance with exemptions from the prospectus requirement and in compliance with, or in accordance with exemptions from, the prospectus requirements. These resale restrictions may in some circumstances apply to resales of the Notes outside Canada. **Canadian purchasers are advised to seek legal advice prior to any resale of the Notes.**

The New Notes will be subject to a "restricted period" under applicable Canadian securities laws and in accordance with this offering memorandum of four months from the distribution date of the New Notes, during which time the Canadian purchaser may not trade the New Notes in Canada without filing a prospectus or being able to rely on one of the limited exemptions from the requirement to file a prospectus under applicable securities laws; and each Note will contain a legend relating to these resale restrictions, as set forth below:

"Unless permitted under securities legislation, the holder of this security must not trade the security in Canada before **[date that is four months and a day after the distribution date]**."

The New Notes issued outside of Canada are also subject to resale restrictions into Canada. See "*Transfer Restrictions*."

Canadian purchasers are advised that under no circumstances will the Issuer be required to file a prospectus or similar document with any securities regulator or regulatory authority in Canada qualifying the resale of the Notes to the public in any province of Canada. Canadian purchasers are also advised that the Issuer currently has no intention to file a prospectus or similar document with any securities regulator or regulatory authority in Canada qualifying the resale of the Notes to the public in any province in Canada.

In order to comply with the dealer registration requirements of Canadian securities laws, any resale of the Notes by a Canadian purchaser must be made either by a person not required to register as a dealer under applicable Canadian securities laws, or through an appropriately registered dealer or in accordance with applicable Canadian securities laws, or through an appropriately registered dealer or in accordance with an exemption from the dealer registration requirements.

Rights of Action for Damages or Rescission

A Canadian purchaser of Notes has a statutory right of action, which is described below, in the following jurisdictions: Ontario, Manitoba, Saskatchewan, Nova Scotia, New Brunswick, and Prince Edward Island.

These rights are in addition to, and without derogation from, any other right or remedy that Canadian purchasers may have at law. For the purposes of the following, except under the heading "*—Manitoba*," "Misrepresentation" means an untrue statement of a material fact, or an omission to state a material fact that is required to be stated, or that is necessary to make a statement not misleading or false in the light of the circumstances in which it was made.

The following summary is subject to the express provisions of the relevant securities legislation and the rules, regulations and other instruments thereunder in the provinces of Ontario, Manitoba, Saskatchewan, Nova Scotia, New Brunswick, and Prince Edward Island, as the case may be. Those provisions may contain other limitations and statutory defenses which may affect the rights of purchasers.

Ontario

If this offering memorandum, together with any amendment to it, is delivered to purchasers resident in the Province of Ontario who purchases a security offered by this offering memorandum during the period of distribution and this offering memorandum contains a Misrepresentation, the purchaser will have, without regard to whether the purchaser relied on the Misrepresentation, a statutory right of action against the issuer for damages or, alternatively, for rescission. If the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages. This right of action is subject to the following limitations:

- no such action shall be commenced more than, in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or, in the case of any other action, the earlier of: (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) three years after the date of the transaction that gave rise to the cause of action;

- in an action for damages or rescission, the defendant will not be liable if it proves that the purchaser acquired the Notes with knowledge of the Misrepresentation;

- in an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Notes as a result of the Misrepresentation relied upon; and

- in no case will the amount recoverable in any action exceed the price at which the New Notes were offered under this offering memorandum.

Where this offering memorandum is delivered to a purchaser to whom the Notes are distributed, this right of action is applicable unless the purchaser is:

(a) a Canadian financial institution or a Schedule III bank (each as defined in NI 45-106);

(b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or

(c) a subsidiary of any person referred to in paragraphs (a) or (b) above, if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of the subsidiary.

The foregoing statutory right of action for rescission or damages conferred is in addition to and without derogation from any other right a purchaser may have at law.

This summary is subject to the express provisions of the relevant securities legislation and the regulations and rules made under it, and Canadian purchasers should refer to the complete text of those provisions.

Manitoba

For the purposes of the following sub-section, "Misrepresentation" means an untrue statement of a material fact, or an omission to state a material fact that is required to be stated, or that is necessary to make a statement not misleading.

If this offering memorandum, (which term, unless the context otherwise requires, includes any amendment to it) contains a Misrepresentation that was a Misrepresentation at the time of purchase, the purchaser will be deemed to have relied upon the Misrepresentation and will have, in addition to any other right the purchaser may have at law, a statutory right of action for damages against the issuer, every director of the issuer at the date of this offering memorandum (collectively, the "Directors") and every person or company who signed this offering memorandum (collectively, the "Signatories"), if applicable, or, alternatively, while still an owner of the Notes purchased by the purchaser, may elect instead to exercise a statutory right of rescission against the issuer, in which case the purchaser shall have no right of action for damages against the issuer, the Directors or the Signatories. This right of action is subject to the following limitations:

- no such action may be commenced to enforce the right of action for rescission or damages more than (a) 180 days after the day of the transaction that gave rise to the cause of action, in the case of an action for rescission, or (b) the earlier of (i) 180 days after the day that the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) two years after the day of the transaction that gave rise to the cause of action, in any other case;

- no person or company will be liable if it proves that the purchaser had knowledge of the Misrepresentation;

- in the case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon; and

- in no case will the amount recoverable in any action exceed the price at which the New Notes were offered under this offering memorandum.

All persons or companies referred to above that are found to be liable, or accept liability, are jointly and severally liable. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person who is jointly and severally liable to make the same payment in the same cause of action unless, in all the circumstances of the case, the court is satisfied that it would not be just and equitable.

In addition, a person or company, other than the issuer, will not be liable if that person or company proves that:

(a) this offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the person's or company's knowledge and consent;

(b) after becoming aware of the Misrepresentation, the person or company withdrew the person's or company's consent to this offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it;

(c) with respect to any part of this offering memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, an expert's report, opinion or statement, the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that (i) there had been a Misrepresentation, or (ii) the relevant part of this offering memorandum (A) did not fairly represent the expert's report, opinion or statement, or (B) was not a fair copy of, or an extract from, the expert's report, opinion or statement; or

(d) with respect to any part of this offering memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the person or company (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation, or (ii) believed there had been a Misrepresentation.

A purchaser of the New Notes to whom this offering memorandum was not delivered prior to such purchase in circumstances where such offering memorandum was required to be delivered has a right of rescission or a right of action for damages against the issuer or any dealer who failed to deliver this offering memorandum within the prescribed time.

A purchaser of the New Notes to whom this offering memorandum is required to be sent may rescind the contract to purchase the New Notes by sending a written notice of rescission to the issuer not later than midnight on the second day, excluding Saturday and holidays, after the purchaser signs the contract to purchase the New Notes.

If a Misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into, this offering memorandum, the Misrepresentation is deemed to be contained in this offering memorandum.

The rights discussed above are in addition to, and without derogation from, any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of the Securities Act (Manitoba) and are subject to the defenses contained therein.

This summary is subject to the express provisions of the relevant securities legislation and the regulations and rules made under it, and Canadian purchasers should refer to the complete text of those provisions.

Saskatchewan

If this offering memorandum or any amendment to it is sent or delivered to a purchaser resident in Saskatchewan and it contained a Misrepresentation, a purchaser who purchases a security covered by this offering memorandum or any amendment to it has, without regard to whether the purchaser relied on the Misrepresentation, a right of action for rescission against the issuer or has a right of action for damages against:

(a) the issuer or a selling security holder on whose behalf the distribution is made;

(b) every promoter and director of the issuer at the time this offering memorandum or any amendment to it was sent or delivered;

(c) every person or company whose consent has been filed respecting this offering memorandum, but only with respect to reports, opinions or statements that have been made by them;

(d) every person who or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed this offering memorandum or the amendment to this offering memorandum; and

(e) every person who or company that sells securities on behalf of the issuer under this offering memorandum or amendment to this offering memorandum.

Such rights of rescission and damages are subject to certain limitations including the following:

(a) if the purchaser elects to exercise its rights of rescission against the issuer, it shall have no right of action for damages against that party;

(b) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the securities resulting from the Misrepresentation relied on;

(c) no person or company, other than the issuer, will be liable for any part of this offering memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a Misrepresentation;

(d) in no case shall the amount recoverable exceed the price at which the securities were offered; and

(e) no person or company is liable in an action for rescission or damages if that person or company proves that the purchaser purchased the securities with knowledge of the Misrepresentation.

In addition, no person or company, other than the issuer, will be liable if the person or company proves that:

(a) this offering memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company immediately gave reasonable general notice that it was so sent or delivered; or

(b) with respect to any part of this offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a Misrepresentation, the part of this offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Similar rights of action for damages and rescission are provided in respect of a Misrepresentation in advertising and sales literature disseminated in connection with an offering of securities.

The *Securities Act*, 1988 (Saskatchewan), as amended, (the "SSA") also provides that where an individual makes a verbal statement to a prospective purchaser that contains a Misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser has, without regard to whether the purchaser relied on the Misrepresentation, a right of action for damages against the individual who made the verbal statement.

The SSA provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold by a vendor who is trading in Saskatchewan in contravention of the SSA, the regulations to the SSA or a decision of the Financial and Consumer Affairs Authority of Saskatchewan, Securities Division.

The SSA also provides a right of action for rescission or damages to a purchaser of securities to whom this offering memorandum or any amendment to this offering memorandum was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by the SSA.

The SSA provides that no action shall be commenced to enforce any of the foregoing rights more than:

(a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any other action, other than an action for rescission, the earlier of:

    (i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or

    (ii) six years after the date of the transaction that gave rise to the cause of action.

The SSA also provides a purchaser who has received an amended offering memorandum delivered in accordance with the SSA with a right to withdraw from the agreement to purchase the securities by delivering a notice to the person who or company that is selling the securities, indicating the purchaser's intention not to be bound by the purchase agreement, provided such notice is delivered by the purchaser within two business days of receiving the amended offering memorandum.

This summary is subject to the express provisions of the relevant securities legislation and the regulations and rules made under it, and Canadian purchasers should refer to the complete text of those provisions.

Nova Scotia

Where an offering memorandum or any amendment thereto or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia) (the "NSSA")) contains a Misrepresentation, a purchaser to whom this offering memorandum has been delivered and who purchases a security referred to therein shall be deemed to have relied upon such Misrepresentation if it was a Misrepresentation at the time of purchase and the purchaser has a right of action for damages against the issuer or other seller and, subject to certain additional defenses, against directors of the seller and persons who have signed this offering memorandum, but may elect to exercise a right of rescission against the seller, in which case he shall have no right of action for damages against the seller, directors of the seller or persons who have signed this offering memorandum, provided that, among other limitations:

(a) in an action for rescission or damages, the defendant will not be liable if it proves that the purchaser purchased the security with knowledge of the Misrepresentation;

(b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the security as a result of the Misrepresentation relied upon; and

(c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the security was offered.

In addition, no person or company other than the issuer is liable if the person or company proves that:

(a) this offering memorandum or the amendment to this offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;

(b) after delivery of this offering memorandum or the amendment to this offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any Misrepresentation in this offering memorandum, or amendment to this offering memorandum, the person or company withdrew the person's or company's consent to this offering memorandum, or amendment to this offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

(c) with respect to any part of this offering memorandum or amendment to this offering memorandum purporting: (i) to be made on the authority of an expert; or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (i) there had been a Misrepresentation; or (ii) the relevant part of this offering memorandum or amendment to this offering memorandum (A) did not fairly represent the report, opinion or statement of the expert; or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore no person or company other than the issuer is liable with respect to any part of this offering memorandum or amendment to this offering memorandum not purporting: (a) to be made on the authority of an expert; or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed that there had been a Misrepresentation.

If a Misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, this offering memorandum or amendment to this offering memorandum, the Misrepresentation is deemed to be contained in this offering memorandum or amendment to this offering memorandum.

The liability of all persons or companies referred to above is joint and several with respect to the same cause of action. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person or company who is jointly and severally liable to make the same payment in the same cause of action unless, in all the circumstances of the case, the court is satisfied that it would not be just and equitable.

Pursuant to Section 146 of the NSSA, no action shall be commenced to enforce the right of action conferred by Section 138 thereof unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the security or after the date on which the initial payment for the security was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

The right of action for rescission or damages described herein is conferred by Section 138 of the NSSA and is in addition to and without derogation from any right the purchaser may have at law.

This summary is subject to the express provisions of the relevant securities legislation and the regulations and rules made under it, and Canadian purchasers should refer to the complete text of those provisions.

New Brunswick

If any information relating to the offering of securities of the issuer which has been provided to the purchaser contains a Misrepresentation, the purchaser will be deemed to have relied upon the Misrepresentation if it was a Misrepresentation at the time of purchase and will have a statutory right of action against the issuer for damages or, alternatively, for rescission, provided that no action shall be commenced to enforce a right of action more than,

- in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

- in the case of any action, other than an action for rescission, the earlier of: (i) one year after the purchaser first had knowledge of the facts giving rise to the cause of action, and (ii) six years after the date of the transaction that gave rise to the cause of action.

This right of action is also subject to the following limitations:

- no person will be liable if it proves that the purchaser purchased the securities with knowledge of the Misrepresentation;

- in the case of an action for damages, the defendant will not be liable for all or any portion of those damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation;

- no person will be liable if it proves: (i) that this offering memorandum was delivered to purchasers without the person's knowledge or consent and that, on becoming aware of its delivery, the person gave written notice to the issuer that it was delivered without the person's knowledge or consent; (ii) that, on becoming aware of any Misrepresentation in this offering memorandum, the person withdrew the person's consent to this offering memorandum and gave written notice to the issuer of the withdrawal and the reason for the withdrawal; or (iii) that, with respect to any part of this offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person had no reasonable grounds to believe and did not believe that there had been a Misrepresentation or that the part of this offering memorandum did not fairly represent the report, opinion or statement of the expert or was not a fair copy of, or extract from, the report, opinion or statement of the expert;

- no person will be liable with respect any part of an offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert unless the person: (i) failed to conduct such reasonable investigation as to provide reasonable grounds for a belief that there had been no Misrepresentation; or (ii) believed that there had been a Misrepresentation; and

- in no case will the amount recoverable under this paragraph exceed the price at which the securities were sold to the purchaser.

This summary is subject to the express provisions of the relevant securities legislation and the regulations and rules made under it, and Canadian purchasers should refer to the complete text of those provisions.

Prince Edward Island

If this offering memorandum delivered to a purchaser resident in Prince Edward Island contains a Misrepresentation, a purchaser will be deemed to have relied upon that Misrepresentation and will have a right of action for damages against the issuer, every director of the issuer at the date of this offering memorandum, every person who signed this offering memorandum and, if applicable, the selling security holder on whose behalf the distribution is made, without regard to whether the purchaser relied on the misrepresentation.

Alternatively, where the purchaser purchased the securities from the issuer, the purchaser may elect to exercise a right of rescission against the issuer or, if applicable, the selling security holder on whose behalf the distribution is made.

A person, other than the issuer and the selling security holder, is not liable for damages if the person proves that:

(a) this offering memorandum was sent to the purchaser without the person's knowledge or consent and that, on becoming aware of its being sent, the person promptly gave reasonable notice to the issuer that it was sent without the knowledge and consent of the person;

(b) the person, on becoming aware of the Misrepresentation in this offering memorandum, withdrew the person's consent to this offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it; or

(c) with respect to any part of this offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, statement or opinion of an expert, the person had no reasonable grounds to believe and did not believe that:

(i) there had been a Misrepresentation, or

(ii) the relevant part of this offering memorandum

(A) did not fairly represent the report, statement or opinion of the expert, or

(B) was not a fair copy of, or an extract from, the report, statement or opinion of the expert.

Such rights of rescission and damages are subject to certain limitations including the following:

(a) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the securities resulting from the Misrepresentation relied on;

(b) no person or company, other than the issuer, will be liable for any part of this offering memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation or believed that there had been a Misrepresentation;

(c) in no case shall the amount recoverable exceed the price at which the securities were offered; and

(d) no person or company is liable in an action for rescission or damages if that person or company proves that the purchaser purchased the securities with knowledge of the Misrepresentation.

All or any one or more of the persons who are found to be liable or who accept liability for damages are jointly and severally liable except that the issuer and every director of the issuer at the date of this offering memorandum who is not a selling security holder, is not liable if the issuer does not receive any proceeds from the distribution of the securities and the Misrepresentation was not based on information provided by the issuer, unless the Misrepresentation:

(a) was based on information that was previously publicly disclosed by the issuer;

(b) was a Misrepresentation at the time of its previous public disclosure; and

(c) was not subsequently publicly corrected or superseded by the issuer before completion of the distribution of the securities being distributed.

No action shall be commenced by a purchaser resident in PEI to enforce these rights more than:

- in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

- in the case of any action, other than an action for rescission, (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action, or (ii) three years after the date of the transaction that gave rise to the cause of action, whichever expires first.

This summary is subject to the express provisions of the relevant securities legislation and the regulations and rules made under it, and Canadian purchasers should refer to the complete text of those provisions.

Rights for Purchasers in Alberta, British Columbia, Newfoundland and Labrador, and Québec

By acquiring New Notes hereunder, Canadian purchasers in Alberta, British Columbia, Newfoundland and Labrador, and Québec not entitled to the statutory rights described above, in consideration of their purchase of New

Notes and upon accepting a purchase confirmation in respect thereof, are hereby granted a contractual right of action for damages or rescission that is the same as the statutory right of action, if any, provided to residents of Ontario who purchase notes.

General

The foregoing summaries are subject to the express provisions of the applicable securities law of each jurisdiction, and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE

We are required to file annual, quarterly and current reports, proxy statements and other information with the SEC. The SEC maintains an Internet site that contains reports, proxy statements and other information about registrants, like us, that have been filed electronically with the SEC. You can access the SEC's Internet site at *www.sec.gov*. You can also obtain information about us on our website at *www.grantierra.com*. Information on our website or any other website is not incorporated by reference into this offering memorandum and does not constitute a part of this offering memorandum unless specifically so designated and filed with the SEC or, in the limited case described below, the System for Electronic Data Analysis and Retrieval ("SEDAR").

We disclose important information to you by referring you to documents that we have previously filed with the SEC or documents that we will file with the SEC in the future. The information incorporated by reference is considered to be part of this offering memorandum, and information in documents that we file later with the SEC will automatically update and supersede information in this offering memorandum, and any future filings made by us with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act until the Closing Date. Unless specifically stated to the contrary, none of the information that we disclose under Items 2.02 or 7.01 of any Current Report on Form 8-K that we have furnished or may from time to time furnish with the SEC is or will be incorporated by reference in, or otherwise included in, this offering memorandum. The documents we are incorporating by reference are:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on February 22, 2023;

- our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2023, June 30, 2023 and September 30, 2023 filed with the SEC on May 3, 2023, August 1, 2023 and November 1, 2023, respectively;

- our Proxy Statement on Schedule 14A filed with the SEC on March 24, 2023; and

- our Current Reports on Form 8-K filed with the SEC on May 4, 2023, May 5, 2023, September 19, 2023, October 3, 2023, October 20, 2023, October 24, 2023, October 31, 2023, January 31, 2024 and February 1, 2024.

Solely with respect to each purchaser resident in Canada, this offering memorandum also incorporates by reference our year-end 2023 reserves update press release dated January 23, 2024, as filed under Gran Tierra's profile on SEDAR at *www.sedarplus.ca* on January 23, 2024 (the "Reserves Information"). Any statement contained in the Reserves Information shall be deemed to be modified or superseded, for the purposes of this offering memorandum, to the extent that a statement contained in this offering memorandum or in another document that is filed on SEDAR, subsequent to the filing of the Reserves Information and prior to the Closing Date, modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document which it modifies or supersedes. The making of such a modifying or superseding statement shall not be deemed to be an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this offering memorandum.

The documents listed above (excluding the exhibits attached thereto unless those exhibits are specifically incorporated by reference into those documents) may be obtained free of charge by each person to whom a copy of this offering memorandum is delivered, upon written or oral request, by contacting us at Gran Tierra Energy Inc., 500 Centre Street S.E., Calgary, Alberta, Canada T2G 1A6, Attention: Investor Relations, telephone number +1 (403) 265-3221. We will agree to make available to any holder or beneficial owner of the Notes or any prospective purchaser of the Notes designated by a holder or beneficial owner of the Notes, in connection with any sale of the Notes, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act. In addition, in the Indenture, we have agreed that we will furnish the Trustee with respect to the Notes, any co-trustee and, upon request, holders or beneficial owners of the Notes and prospective purchasers of the Notes with additional information as required by the Indenture. See "*Description of the Notes—Certain Covenants—Financial Reporting*."

LEGAL MATTERS

Certain legal matters with respect to U.S. law are being passed upon for the Issuer and the Guarantors by Gibson, Dunn & Crutcher LLP, Houston, Texas. Certain legal matters with respect to Swiss law are being passed upon for the Guarantors by Deloitte AG. Certain legal matters with respect to U.S. law are being passed upon for the initial purchasers by Davis Polk & Wardwell LLP, New York, New York. Lenz & Staehelin is advising the initial purchasers as to certain legal matters with respect to Swiss law.

INDEPENDENT AUDITORS

The consolidated financial statements of Gran Tierra Energy Inc. as of December 31, 2022 and 2021 and for each of the years in the three-year period ended December 31, 2022, incorporated herein by reference to the Annual Report on Form 10-K of Gran Tierra Energy Inc. for the year ended December 31, 2022, and the effectiveness of Gran Tierra Energy Inc.'s internal control over financial reporting as of December 31, 2022, incorporated herein by reference to the Annual Report on Form 10-K of Gran Tierra Energy Inc. for the year ended December 31, 2022, have been audited by KPMG LLP, independent registered public accounting firm, as stated in their report incorporated by reference herein.

INDEPENDENT RESERVE ENGINEERS

The reserves assessment and evaluation of oil and gas properties incorporated herein by reference to the Current Report on Form 8-K filed with the SEC on January 23, 2024, and in the Reserves Information, were prepared by McDaniel & Associates Consultants Ltd., an independent reserve engineering firm, as stated in their reports.

US$100,000,000

GRAN TIERRA ENERGY INC.

9.500% Senior Secured Amortizing Notes due 2029

OFFERING MEMORANDUM

Global Coordinators and Joint Bookrunners

BofA Securities **J.P. Morgan**

February 1, 2024