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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event Reported): October 26, 2018

**Civeo Corporation**

(Exact Name of Registrant as Specified in Charter)

**British Columbia Canada**

(State or Other Jurisdiction of Incorporation)

**1-36246**

(Commission File Number)

**98-1253716**

(I.R.S. Employer Identification Number)

**Three Allen Center**

**333 Clay Street, Suite 4980, Houston, Texas 77002**

(Address of Principal Executive Offices) (Zip Code)

**(713) 510-2400**

(Registrant's telephone number, including area code)

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On October 26, 2018, Civeo Corporation (“Civeo”) entered into a First Amendment (the “Credit Agreement Amendment”) to its Amended and Restated Syndicated Facility Agreement, dated April 2, 2018 (the “Credit Agreement”), among Civeo and certain of its subsidiaries, as borrowers, the guarantors party thereto, the lenders named therein, Royal Bank of Canada, as Administrative Agent, and the other agents party thereto. Pursuant to the Credit Agreement Amendment, the Credit Agreement has been amended to, among other things:

- Make certain changes to the maximum total leverage ratio financial covenant, including an increase in the permitted level of the total leverage ratio to a range of 4.00x to 4.75x (as specified in the Credit Agreement Amendment) for each fiscal quarter beginning with the fiscal quarter ending December 31, 2018 through the fiscal quarter ending September 30, 2019; provided, that upon consummation of a Qualified Offering (as defined in the Credit Agreement), the permitted total leverage ratios change to a range of 4.00x to 4.75x (as specified in the Credit Agreement Amendment).
- Make each revolving borrowing under the Credit Agreement subject to pro forma compliance with the financial covenants specified in the Credit Agreement.
- Increase the quarterly scheduled amortization under the Canadian Term Loans to C\$11,503,857.42 with the remainder due on the Maturity Date.

The description of the Credit Agreement Amendment set forth herein is summary in nature and is qualified in its entirety by reference to the full text of the Credit Agreement Amendment, a copy of which is attached hereto as Exhibit 10.1, and is incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information included in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Document</u>
10.1	<a href="#"><u>First Amendment to Amended and Restated Syndicated Facility Agreement, dated as of October 26, 2018, among Civeo Corporation and certain of its subsidiaries, as borrowers, the guarantors party thereto, the lenders named therein, Royal Bank of Canada, as Administrative Agent, and the other agents party thereto.</u></a>

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Civeo Corporation**

Date: October 31, 2018

By: /s/ Frank C. Steininger  
Frank C. Steininger  
Executive Vice President, Chief Financial  
Officer & Treasurer

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FIRST AMENDMENT  
TO  
AMENDED AND RESTATED SYNDICATED FACILITY AGREEMENT

dated as of

October 26, 2018

among

CIVEO CORPORATION,  
CIVEO CANADA LIMITED PARTNERSHIP,  
CIVEO PTY LIMITED

and

CIVEO MANAGEMENT LLC,

as Borrowers

THE LENDERS NAMED HEREIN,

ROYAL BANK OF CANADA,  
as Administrative Agent, U.S. Collateral Agent,  
Canadian Administrative Agent, Canadian Collateral Agent  
and an Issuing Bank,

and

RBC EUROPE LIMITED,  
as Australian Administrative Agent, Australian Collateral Agent  
and an Issuing Bank

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RBC CAPITAL MARKETS, (1)  
as Lead Arranger and Sole Bookrunner

(1) RBC Capital Markets is the global brand name of the corporate and investment banking business of Royal Bank of Canada and its affiliates.

**FIRST AMENDMENT TO  
AMENDED AND RESTATED SYNDICATED FACILITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SYNDICATED FACILITY AGREEMENT (this “First Amendment”), dated as of October 26, 2018, is among CIVEO CORPORATION, a corporation incorporated under the laws of the Province of British Columbia (the “Parent Borrower”), CIVEO MANAGEMENT LLC, a Delaware limited liability company (the “U.S. Borrower”), CIVEO CANADA LIMITED PARTNERSHIP, a limited partnership organized under the laws of the Province of Alberta (the “New Canadian Borrower”), CIVEO PTY LIMITED ACN 003 657 510, an Australian proprietary limited company (the “Australian Borrower” and, together with the Parent Borrower, U.S. Borrower and the New Canadian Borrower, the “Borrowers”), certain subsidiary guarantors of the Borrowers party hereto, the Lenders party hereto (the “Lenders”), the Issuing Banks, the Swing Line Lenders, ROYAL BANK OF CANADA, as administrative agent for the U.S. Lenders, as U.S. collateral agent for the Lenders, as administrative agent for the Canadian Lenders and as Canadian collateral agent for the Lenders, and RBC EUROPE LIMITED, as administrative agent for the Australian Lenders and as Australian collateral agent for the Lenders.

**RECITALS**

A. The Borrowers, the Agents and the Lenders are parties to that certain Amended and Restated Syndicated Facility Agreement, dated as of April 2, 2018 (the “Credit Agreement” and, as amended by this First Amendment, the “Amended Credit Agreement”), pursuant to which the Lenders have made certain loans to and other extensions of credit on behalf of the Borrowers.

B. The Borrowers, the Agents, the Issuing Banks, the Swing Line Lenders and the Lenders desire to amend certain provisions of the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Amended Credit Agreement. Unless otherwise indicated, all article and section references in this First Amendment refer to articles and sections of the Amended Credit Agreement.

Section 2. Amendments to Credit Agreement. Effective as of the First Amendment Effective Date, the Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is amended by adding the following definitions where alphabetically appropriate:

“*First Amendment*” shall mean that certain First Amendment to Amended and Restated Syndicated Facility Agreement, dated as of October 26, 2018, among the Borrowers, the Administrative Agents and the Lenders party thereto.

“*First Amendment Effective Date*” shall have the meaning set forth in the First Amendment.

(b) Section 4.01 of the Credit Agreement is amended by

(1) adding the following new subsection (e):

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( e ) After giving pro forma effect to such Credit Event, the Parent Borrower is in compliance with the financial covenants described in Section 6.11 as of the most recently ended four (4) quarter period for which financial statements are required to be delivered under Section 5.04 as if such Credit Event had occurred on the last day of such period.

(2) replacing “(b), (c) and (d)” in the last paragraph thereof with “(b), (c), (d) and (e)”.

(c) Section 6.11(a) of the Credit Agreement is amended in its entirety as follows:

(a) **Maximum Total Leverage Ratio.** Commencing with the four fiscal quarter period ending March 31, 2018, permit the Total Leverage Ratio for any period of four consecutive fiscal quarters of the Parent Borrower, in each case taken as one accounting period, as of the last day of any fiscal quarter, to be greater than (A) if a Qualified Offering has not been consummated:

<b>Fiscal Quarter Ending</b>	<b>Total Leverage Ratio</b>
March 31, 2018 and June 30, 2018	4.50:1.00
September 30, 2018	4.25:1.00
December 31, 2018	4.50:1.00
March 31, 2019	4.75:1.00
June 30, 2019	4.50:1.00
September 30, 2019	4.00:1.00
December 31, 2019 and thereafter	3.50:1.00

and (B) if a Qualified Offering has been consummated,

<b>Fiscal Quarter Ending</b>	<b>Total Leverage Ratio</b>
September 30, 2018	4.25:1.00
December 31, 2018	4.50:1.00
March 31, 2019	4.75:1.00
June 30, 2019	4.50:1.00
September 30, 2019 and thereafter	4.00:1.00

(d) Schedule 2.04 to the Credit Agreement is amended and replaced in its entirety with Annex I attached hereto.

Section 3. **Consent Fees.** The Borrowers agree to pay to the Administrative Agent for the account of each Lender that (a) notifies the Administrative Agent (or its counsel) that it has consented to this First Amendment and (b) delivers evidence satisfactory to the Administrative Agent that it has obtained all credit and other internal approvals necessary to enter into this First Amendment, in each case at or prior to 5:00 p.m., New York City time, on October 25, 2018, a consent fee (the “**Consent Fees**”) in an amount equal to 0.20% of the aggregate principal amount of the outstanding Canadian Term Loans, the U.S. Revolving Commitment, the Canadian Revolving Commitment and the Australian Revolving Commitment of such Lender as of the First Amendment Effective Date. Consent Fees shall be payable (i) in U.S. dollars for the U.S. Revolving Commitment, (ii) in U.S. Dollar Equivalent for the Australian Revolving Commitment and the Canadian Revolving Commitment and (iii) in Canadian dollars for the Canadian Term Loans.

Section 4. Conditions Precedent. This First Amendment shall not be deemed to be effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.08 of the Credit Agreement) (the “First Amendment Effective Date”):

(a) The Administrative Agent shall have received from the Required Lenders, the Borrowers and the Guarantors, counterparts (in such number as may be requested by the Administrative Agent) of this First Amendment signed on behalf of such Persons.

(b) The Administrative Agents and the Lead Arranger shall have received all Fees and other amounts due and payable on or prior to the First Amendment Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including, without limitation, the reasonable fees, charges and disbursements of counsel for the Agents) required to be reimbursed or paid by the Borrowers hereunder, under the Credit Agreement or under any other Loan Document.

(c) The representations and warranties set forth in Article III of the Amended Credit Agreement and in each other Loan Document shall be true and correct in all material respects (provided that to the extent any representation and warranty is qualified as to “Material Adverse Effect” or otherwise as to “materiality”, such representation and warranty is true and correct in all respects) on and as of the First Amendment Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representation and warranty is true and correct in all material respects (provided that to the extent any such representation and warranty is qualified as to “Material Adverse Effect” or otherwise as to “materiality”, such representation and warranty is true and correct in all respects) as of such earlier date.

(d) No Default or Event of Default shall have occurred and be continuing, after giving effect to the terms of this First Amendment.

Section 5. Representations and Warranties. As of the date hereof, each Borrower hereby represents and warrants to the Administrative Agent and each of the Lenders as follows:

(a) The representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document are true and correct in all material respects (provided that to the extent any representation and warranty is qualified as to “Material Adverse Effect” or otherwise as to “materiality”, such representation and warranty is true and correct in all respects) on and as of the date hereof with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representation and warranty is true and correct in all material respects (provided that to the extent any such representation and warranty is qualified as to “Material Adverse Effect” or otherwise as to “materiality”, such representation and warranty is true and correct in all respects) as of such earlier date.

(b) No Default or Event of Default has occurred and is continuing.

Section 6. Miscellaneous.

(a) Confirmation. The provisions of the Credit Agreement, as amended by this First Amendment, are hereby ratified and confirmed by the Borrowers and shall remain in full force and effect following the effectiveness of this First Amendment. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrowers or the other Loan Parties that would require the waiver or consent of the Administrative Agents or the Lenders.

(b) Ratification and Affirmation. Each of the Borrowers and Guarantors hereby (a) acknowledges the terms of this First Amendment and (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby.

(c) Loan Document. This First Amendment is a “Loan Document” as defined and described in the Credit Agreement and all of the terms and provisions of the Amended Credit Agreement relating to Loan Documents shall apply hereto.

(d) Counterparts. This First Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of this First Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(e) NO ORAL AGREEMENT. THIS FIRST AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

(f) GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 7. Not Fiduciary Relationship. The Loan Parties acknowledge that none of the Agents, the Issuing Banks, the Swing Line Lenders, the Lenders or their respective Affiliates is acting as a fiduciary for or advisor to the Loan Parties.

[SIGNATURES BEGIN NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first written above.

**BORROWERS:**

CIVEO CORPORATION

By: /s/ Frank C. Steininger

Name: Frank C. Steininger

Title: Executive Vice President, Chief Financial Officer and Treasurer

CIVEO CANADA LIMITED PARTNERSHIP

By: /s/ Bradley J. Dodson

Name: Bradley J. Dodson

Title: Director and President

CIVEO MANAGEMENT LLC

By: /s/ Frank C. Steininger

Name: Frank C. Steininger

Title: Executive Vice President, Chief Financial Officer and Treasurer

CIVEO PTY LIMITED

/s/ Frank C. Steininger

Signature of Director

Frank C. Steininger

Name of Director

/s/ Bradley J. Dodson

Signature of Director/Company Secretary

Bradley J. Dodson

Name of Director/Company Secretary

**GUARANTORS:**

CIVEO OFFSHORE LLC

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Senior Vice President and Treasurer

CIVEO USA LLC

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Senior Vice President and Treasurer

CIVEO USA MANUFACTURING LLC

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Senior Vice President and Treasurer

CIVEO WATER AND WASTE WATER USA, LLC

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Senior Vice President and Treasurer

CIVEO GP HOLDINGS CORPORATION

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

CIVEO CANADA OPERATIONS GP LTD., on behalf of and in its capacity as  
general partner of CIVEO CANADA LIMITED PARTNERSHIP

By: /s/ Bradley J. Dodson \_\_\_\_\_  
Name: Bradley J. Dodson  
Title: Director

CIVEO CANADA OPERATIONS GP LTD.

By: /s/ Bradley J. Dodson \_\_\_\_\_  
Name: Bradley J. Dodson  
Title: Director

CIVEO LODGE GP LTD.

By: /s/ Bradley J. Dodson \_\_\_\_\_  
Name: Bradley J. Dodson  
Title: Director

CIVEO CANADA HOLDCO3 LTD.

By: /s/ Frank C. Steininger \_\_\_\_\_  
Name: Frank C. Steininger  
Title: Vice President and Director

CIVEO LODGE GP LTD., on behalf of and in its capacity as general partner of  
CIVEO LODGE EMPLOYEES LIMITED PARTNERSHIP

By: /s/ Frank C. Steininger \_\_\_\_\_  
Name: Frank C. Steininger  
Title: Director

STRUCTURES GP LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

WATER CANADA GP LTD.

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

PACIFIC CATERING GP LTD.

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

CANADA GP LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

CIVEO PREMIUM SERVICES GP LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

NORTHERN METIS CATERING GP LTD.

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

BUFFALO METIS CATERING GP LTD.

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

INSTALLATIONS GP LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

CROWN SERVICES GP LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

FORT MCMURRAY LODGE SERVICES GP LTD.

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

STRUCTURES GP LTD., on behalf of and in its capacity as general partner of  
CIVEO STRUCTURES EMPLOYEES LIMITED PARTNERSHIP

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Director

WATER CANADA GP LTD, on behalf of and in its capacity as general partner of  
CIVEO WATER CANADA EMPLOYEES LIMITED PARTNERSHIP

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

PACIFIC CATERING GP LTD, on behalf of and in its capacity as general partner  
of CIVEO PACIFIC CATERING EMPLOYEES LIMITED PARTNERSHIP

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

CIVEO PREMIUM SERVICES GP LTD, on behalf of and in its capacity as  
general partner of CIVEO PREMIUM SERVICES EMPLOYEES LIMITED  
PARTNERSHIP

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

INSTALLATIONS GP LTD, on behalf of and in its capacity as general partner of  
CIVEO INSTALLATIONS EMPLOYEES LIMITED PARTNERSHIP

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

CROWN SERVICES GP LTD, on behalf of and in its capacity as general partner of  
CIVEO CROWN SERVICES EMPLOYEES LIMITED PARTNERSHIP

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

CANADA GP LTD., on behalf of and in its capacity as general partner of CIVEO  
CANADA EMPLOYEES LIMITED PARTNERSHIP

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Vice President and Director

FORT MCMURRAY LODGE SERVICES GP LTD., on behalf of and in its  
capacity as general partner of FORT MCMURRAY LODGE SERVICES  
LIMITED PARTNERSHIP

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director and President

CIVEO PROPERTY PTY LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Director

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director

CIVEO LINEN PTY LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Director

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director

CIVEO HOLDING COMPANY 2 PTY LTD.

By: /s/ Frank C. Steininger  
Name: Frank C. Steininger  
Title: Director

By: /s/ Bradley J. Dodson  
Name: Bradley J. Dodson  
Title: Director

ROYAL BANK OF CANADA,  
as Administrative Agent, U.S. Collateral Agent, Canadian Administrative Agent and  
Canadian Collateral Agent

By: /s/ Helena Sadowski \_\_\_\_\_  
Name: Helena Sadowski  
Title: Manager, Agency

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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RBC EUROPE LIMITED,  
as Australian Administrative Agent, Australian Collateral Agent and an Issuing Lender

By: /s/ Simon Hilton \_\_\_\_\_  
Name: Simon Hilton  
Title: Authorised Signatory

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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ROYAL BANK OF CANADA, as a U.S. Lender, the U.S. Swing Line Lender and  
an Issuing Bank

By: /s/ Jay T. Sartain  
Name: Jay T. Sartain  
Title: Authorized Signatory

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Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

ROYAL BANK OF CANADA, as a Canadian Lender, the Canadian Swing Line Lender  
and an Issuing Bank

By: /s/ Bryn Davies\_\_\_\_\_

Name: Bryn Davies

Title: Authorized Signatory

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Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

ROYAL BANK OF CANADA, as an Australian Lender and an Issuing Bank

By: /s/ Marcus Rayment \_\_\_\_\_  
Name: Marcus Rayment  
Title: Director, Corporate Banking

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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THE BANK OF NOVA SCOTIA, as a Canadian Lender and an Issuing Bank

By: /s/ Scott Nickel

Name: Scott Nickel

Title: Director

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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BNS ASIA LIMITED, as an Australian Lender

By: /s/ Mark Levia

Name: Mark Levia

Title: Director, Head of Execution & Head of BNSAL

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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HSBC BANK CANADA, as a Canadian Lender

By: /s/ Ryan Smith

Name: Ryan Smith

Title: Assistant Vice President, Energy Financing

By: /s/ Bruce Robinson

Name: Bruce Robinson

Title: Vice President, Energy Financing

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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For and on behalf of THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SYDNEY BRANCH by its duly authorised attorney pursuant to a power of attorney in the presence of:

By: /s/ Robert Agati  
Name: Robert Agati  
Title: Secretary

By: /s/ Albert Kin Cheung Leung  
Name: Albert Kin Cheung Leung  
Title: Asst. Company Secretary

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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THE TORONTO-DOMINION BANK, as a Canadian Lender and an Issuing Bank

By: /s/ Vanessa Cheung

Name: Vanessa Cheung

Title: Director, Commercial National Accounts

By: /s/ Ian M. McGuire

Name: Ian M. McGuire

Title: Manager of Commercial Credit, National Accounts

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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TORONTO-DOMINION (TEXAS) LLC, as a U.S. Lender

By: /s/ Pradeep Mehra

Name: Pradeep Mehra

Title: Authorized Signatory

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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NATIONAL BANK OF CANADA, as a Canadian Lender and an Australian Lender

By: /s/ Jason Anderson  
Name: Jason Anderson  
Title: Director, Energy Services

By: /s/ Darrell Stelmack  
Name: Darrell Stelmack  
Title: Director, Energy Services

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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ATB FINANCIAL, as Canadian Lender

By: /s/ Neil Ternovatsky

Name: Neil Ternovatsky

Title: Director

By: /s/ Jeffrey Lam

Name: Jeffrey Lam

Title: Porfolio Manager

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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WELLS FARGO BANK N.A., CANADIAN BRANCH, as Canadian Lender

By: /s/ Lindy Couillard

Name: Lindy Couillard

Title: Director, Wells Fargo Corporate Banking

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as an Australian Lender

By: /s/ Kevin M. Davidson

Name: Kevin M. Davidson

Title: Director

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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SUMITOMO MITSUI BANKING CORPORATION, as a U.S. Lender

By: /s/ Toshitake Funaki  
Name: Toshitake Funaki  
Title: Managing Director

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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SUMITOMO MITSUI BANKING CORPORATION, CANADA BRANCH, as a  
Canadian Lender

By: /s/ Alfred Lee  
Name: Alfred Lee  
Title: Managing Director

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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CANADIAN WESTERN BANK, as a Canadian Lender

By: /s/Kuno Ryckborst

Name: Kuno Ryckborst

Title: Senior Manager, Energy & Corporate Banking

By: /s/Dean Proctor

Name: Dean Proctor

Title: Vice President and Branch Manager

Signature Page to First Amendment to Amended and Restated Syndicated Facility Agreement

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**ANNEX I**

**SCHEDULE 2.04**

**Amortization**

*Canadian Term Loans*

<u>Date</u>	<u>Amount</u>
June 30, 2018	C\$9,203,085.94
September 30, 2018	C\$9,203,085.94
December 31, 2018	C\$11,503,857.42
March 31, 2019	C\$11,503,857.42
June 30, 2019	C\$11,503,857.42
September 30, 2019	C\$11,503,857.42
December 31, 2019	C\$11,503,857.42
March 31, 2020	C\$11,503,857.42
June 30, 2020	C\$11,503,857.42
September 30, 2020	C\$11,503,857.42
Maturity Date	Remaining Balance