

This is **Exhibit "13"** referred to in the Affidavit of Mark Horrox sworn before me this 5th day November, 2019.

A handwritten signature in black ink, appearing to read 'CS', is written over a horizontal line.

CHRIS SIMARD
Barrister and Solicitor

BINDING AGREEMENT

SHORT-TERM SENIOR SECURED TERM LOAN

(All “\$” figures in Canadian Dollars)

Confidential

Borrower: Accel Energy Canada Limited (“**AECL**” or the “**Borrower**”)

Guarantors: All existing and future corporate affiliates (together with AECL, the “**Credit Parties**”).

Regent Holdings LLC (“**Regent**”), with respect to the amounts to be paid on September 20, 2019 as indicated under “Mandatory Payments” below.

The Credit Parties and Regent, together, collectively the “**Obligors**”.

Lender: Third Eye Capital Corporation or one of its affiliates (“**TEC**” or the “**Agent**”)

Loan: \$800,000 Senior Secured 1st Lien Term Loan (the “**Term Loan**”)

Use of Proceeds: To fund the Borrower’s payroll for the applicable period ending September 13, 2019.

Interest Rate: 12% per annum

Mandatory Payments: The Obligors shall make the following payments, which the Obligors acknowledge are pre-existing obligations pursuant to the credit documents indicated herein:

- on or before September 20, 2019, that outstanding \$4,400,702.65 owing pursuant to that Reservation of Rights letter agreement dated June 3, 2019 (“**Standstill Agreement**”), and all accrued and unpaid interest, fees or penalties thereon;
- on or before September 25, 2019, \$7,350,000, being the balance of the amounts outstanding under that Interim Draw Facility (as defined in that Credit Agreement between ACCEL Canada Holdings Limited, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, certain individuals, TEC and the lenders thereto dated August 15, 2018, as amended October 31, 2018, January 30, 2019 and July 11, 2019 (the “**Redwater Credit Agreement**”), and all accrued and unpaid interest, fees or penalties thereon; and
- on or before September 20, 2019, pay: (i) the balance of the Term Loan, and all accrued and unpaid interest, fees or penalties thereon and (ii) all other fees, interest (excluding default interest incurred prior to the date of the Standstill Agreement), penalties and obligations incurred on or before July 1, 2019 which are then owing and outstanding under the Redwater Credit Agreement, the Judy Creek Credit Agreement, the Swan Hills Credit Agreement and the ACRL Credit Agreement (collectively, the “**ACCEL TEC Credit Agreements**”) (as each term is defined in that Intercreditor Agreement dated July 11, 2019 between, inter alia, the Agent, ACCEL Canada Holdings Limited, ACCEL Energy Limited and ACCEL Canada Resources Limited (a copy of which has been provided to the Credit Parties).

Security: The Borrower shall provide the following security with respect to all payment obligations listed above under “Mandatory Payments”:

1. Perfected first priority security interest in all assets of the Borrower including all tangible and intangible assets now owned or hereafter acquired.
2. Any other security required by the Agent.

Binding Subordination: By signing below, the Obligors agree to the creation, issuance, registration, filing and existence of the security interest created hereby in favour of the Agent, and Regent agrees that as between the Agent and Regent, the security held by the Agent in the Borrower shall have a first ranking and senior priority, notwithstanding the time of creation, granting, attachment or registration of any security interest held by either party or any priority ranking under applicable law.

The parties hereto shall do such further acts and things and execute, deliver, register and file such further deeds, documents and assurances which may be reasonably required to give full effect to the intent and purpose of this Agreement and the priorities indicated herein.

Fee and Expenses: \$50,000 plus payment of all out-of-pocket expenses.


Governing Law: Province of Alberta

Indemnification The Borrower agrees to indemnify and hold harmless the Agent and the Lenders and each of their respective directors, officers, employees, agents, attorneys, advisors and affiliates (all such persons and entities being referred to hereafter as “**Indemnified Persons**”) from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, costs awards, liabilities or expenses of any kind or nature whatsoever which may be incurred by or asserted against or involve any Indemnified Person as a result of or arising out of or in any way related to or resulting from any bankruptcy or insolvency proceedings, the Commitment Letter or the Loan Documentation, and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including, without limitation, any inquiry or investigation) or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise); provided, however, the Borrower shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or wilful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction.

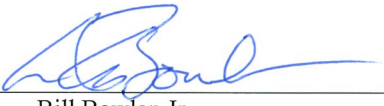
The indemnities granted above shall survive any termination of the Term Loan.

Agreed and accepted this 13th day of September, 2019.

ACCEL ENERGY CANADA LIMITED

Per: 
C311B5F071424FE...
Michael Williams
Authorized Signatory

REGENT EQUIPMENT LEASING LTD.

Per: 
Bill Bowlen Jr.
Authorized Signatory