

THIS IS EXHIBIT "R" TO THE
AFFIDAVIT OF GARY IVANY
SWORN THIS 23RD DAY OF NOVEMBER, 2018.

A handwritten signature in black ink, appearing to be "J. H. ...", written over a horizontal line.

A Commissioner for taking affidavits

DME CANADA ACQUISITIONS INC.

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (as amended, modified, supplemented, restated or replaced from time to time, this "**Pledge Agreement**"), dated as of October 24, 2016, made by **DME CANADA ACQUISITIONS INC.**, a corporation existing under the laws of the Province of British Columbia (together with any successor(s), by amalgamation or otherwise, and permitted assigns, the "**Pledgor**"), in favour of **ROYAL BANK OF CANADA**, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity, the "**Agent**") for the Lender Parties (as defined below).

WITNESSETH:

WHEREAS pursuant to a credit agreement dated as of November 17, 2015 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "**Credit Agreement**"), among the Agent, the financial institutions party thereto from time to time, as lenders (each, a "**Lender**" and collectively the "**Lenders**" and together with the Agent and their respective successors and assigns, the "**Lender Parties**") and DME Limited Partnership, as borrower (together with its successors, by amalgamation or otherwise, and permitted assigns, the "**Borrower**"), the Lenders have extended Commitments to make Advances to the Borrower;

AND WHEREAS as a condition precedent to the making of Advances under the Credit Agreement, the Pledgor is required to execute and deliver this Pledge Agreement as continuing collateral security to secure the performance of the Obligations (as defined below);

AND WHEREAS the Pledgor has duly authorized the execution, delivery and performance of this Pledge Agreement;

NOW THEREFORE for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances to the Borrower pursuant to the Credit Agreement, the Pledgor agrees, for the benefit of each Lender Party, as follows:

ARTICLE 1
DEFINITIONS

1.1 **Certain Terms.**

The following terms when used in this Pledge Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"**Account Control Agreement**" means, with respect to a Securities Account, a securities account control agreement between the Pledgor, the Agent and the Securities Intermediary which maintains such Securities Account on behalf of the Pledgor, as the same may be amended from time to time.

"**Agent**" is defined in the preamble.

"**Collateral**" is defined in Section 2.1.

"**Credit Agreement**" is defined in the first recital.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Collateral means:

- (i) in the case of Collateral constituting Certificated Securities, transfer thereof to the Agent or its nominee by physical delivery of the Security Certificates to the Agent or its nominee, such Collateral to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Agent;
- (ii) in the case of Collateral constituting Uncertificated Securities, (A) registration thereof on the books and records of the issuer thereof in the name of the Agent or its nominee or (B) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Agent or its nominee without further consent of the Pledgor or any other person;
- (iii) in the case of Collateral constituting Security Entitlements in respect of Financial Assets deposited in or credited to a Securities Account, (A) completion of all actions necessary to constitute the Agent or its nominee the entitlement holder with respect to each such Security Entitlement or (B) the execution and delivery by the relevant Securities Intermediary of an effective Account Control Agreement pursuant to which such Securities Intermediary agrees to comply with entitlement orders originated by the Agent or its nominee without further consent of the Pledgor or any other person; and
- (iv) in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Collateral in favour of the Agent or its nominee.

"**Discharge Event**" means the payment in full (or cancellation in the case of letters of credit or bankers' acceptances) of all Obligations and the termination of all Commitments.

"**Distributions**" means all stock dividends, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, amalgamations, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Shares or other interests constituting Collateral, but shall not include Dividends.

"Dividends" means cash dividends and cash distributions with respect to any Pledged Shares or other Pledged Property made in the ordinary course of business but excludes any liquidating dividend.

"Issuer Control Agreement" has the meaning set out in clause (ii) of the definition of "Delivery".

"Lender" is defined in the first recital.

"Lender Parties" is defined in the first recital, and a **"Lender Party"** means any one of them.

"Obligations" means all of the present and future indebtedness, liabilities and obligations of the Pledgor of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, and whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon after or would accrue thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Pledgor, whether or not allowed or allowable as a claim in any such case, proceeding or other action) to the Lender Parties (and their Affiliates) under, in connection with, relating to or with respect to each of the Loan Documents to which it is a party and any and all Hedge Arrangements or Service Agreements to which it is a party, and any unpaid balance thereof.

"Pledge Agreement" is defined in the preamble.

"Pledged Property" means all Pledged Shares and all other pledged interests, all substitutions therefor and additions thereto, all other securities, all other instruments which are now being delivered by the Pledgor to the Agent or which may from time to time hereafter be delivered by the Pledgor to the Agent for the purpose of pledge under this Pledge Agreement, and all proceeds of any of the foregoing.

"Pledged Share Issuer" means each Person identified in Attachment 1 hereto as the issuer of the Pledged Shares identified opposite the name of such Person, and each other Person whose capital stock or partnership units are pledged or is required to be pledged from time to time under the Credit Agreement by the Pledgor to the Agent as Collateral hereunder.

"Pledged Shares" has the meaning set out in clause (i) of the definition of "Stock".

"Pledgor" is defined in the preamble.

"PPSA" means the *Personal Property Security Act* as in effect in the Province of Ontario.

"Stock" means:

- (i) all Securities, including, without limitation, the shares in the capital stock or the partnership units described in Attachment I, as such Attachment may be amended, supplemented or modified from time to time (collectively, the "**Pledged Shares**") owned by the Pledgor, all Security Certificates, if any, and other instruments evidencing or representing such Pledged Shares, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any and all of the Pledged Shares;
- (ii) all additional or substitute shares of capital stock, partnership units or other equity interests of any class of any issuer from time to time issued to or otherwise acquired by the Pledgor in any manner in respect of Pledged Shares, the Security Certificates, if any, and other instruments representing such additional or substitute shares, partnership units, and all dividends, interests, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or an exchange for any or all of such additional or substitute shares; and
- (iii) to the extent not otherwise included in the foregoing, all Proceeds thereof.

"ULC" means an unlimited company or unlimited liability company formed pursuant to the ULC Laws.

"**ULC Laws**" means the *Companies Act (Nova Scotia)*, the *Business Corporations Act (Alberta)*, the *Business Corporations Act (British Columbia)*, and, in each case, including all regulations from time to time made thereunder, and any other present or future laws governing ULCs.

"**ULC Shares**" means shares or other equity interests in the capital stock of a ULC.

1.2 Credit Agreement Definitions.

Unless otherwise defined herein or the context otherwise requires, terms used in this Pledge Agreement, including its preamble and recitals, have the meanings ascribed thereto in the Credit Agreement.

1.3 PPSA Definitions.

Unless otherwise defined herein or in the Credit Agreement or the context otherwise requires, terms for which meanings are provided in the PPSA or the *Securities Transfer Act* (Ontario), as applicable (including, without limitation, the terms "Certificated Security", "Financial Asset", "Proceeds", "Securities Account", "Securities Intermediary", "Security" (which term includes the plural thereof, "Securities") "Security Certificate", "Uncertificated Security" and "Security Entitlement") are used in this Pledge Agreement, including its preamble and recitals, with such meanings.

**ARTICLE 2
PLEDGE**

2.1 Grant of Security Interest.

As general and continuing collateral security for the payment and performance of the Obligations, the Pledgor hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the benefit of each of the other Lender Parties, and hereby grants to the Agent, for its benefit and the benefit of each of the other Lender Parties, a continuing security interest in, all of the following property (collectively, the "Collateral"):

- (a) all Securities Accounts in the name of the Pledgor, including any and all assets of whatever type or kind deposited in or credited to such Securities Accounts, including all Financial Assets, all Security Entitlements related to such Financial Assets, and all certificates and other instruments from time to time representing or evidencing the same, and all dividends, interest, distributions, cash and other property from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any or all of the foregoing;
- (b) all Stock;
- (c) all Financial Assets of the Pledgor, other than such Financial Assets set forth in paragraph (a) above;
- (d) all Security Entitlements of the Pledgor, other than such Security Entitlements set forth in paragraph (a) above; and
- (e) all Proceeds in respect of the foregoing and all rights and interest of the Pledgor in respect thereof or evidenced thereby, including all money received or receivable from time to time by the Pledgor in connection with the sale of any of the foregoing.

2.2 Security for Obligations.

This Pledge Agreement and the Collateral granted herewith secures the payment and performance in full of all Obligations whether for principal, interest, costs, fees, expenses, or otherwise. The security interest granted hereby and all rights of the Agent hereunder and all

obligations of the Pledgor hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Pledgor or any other person.

2.3 Subsequently Acquired Collateral.

To the extent the Pledgor acquires, by way of amalgamation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Agent) be subject to the security interest and pledge created hereby. The Pledgor will take, or cause to be taken, as promptly as practicable and, in any event within five Business Days after it obtains such additional Collateral, all steps and actions as the Agent reasonably deems necessary to ensure that the additional Collateral is Delivered to the Agent.

2.4 Delivery of Collateral.

All Collateral must be Delivered promptly to the Agent or its nominee. The Agent may, at its option, cause all or any of the Collateral to be registered in the name of the Agent or its nominee.

2.5 Voting Rights

Until the occurrence of an Event of Default that is continuing, the Pledgor may exercise all rights to vote and to exercise all rights of conversion or retraction or other similar rights with respect to any Pledged Property.

2.6 Dividends on Pledged Shares.

In the event that any Dividend is to be paid on any Pledged Share at a time when no Event of Default has occurred or would result therefrom, such Dividend or payment may be paid directly to the Pledgor. If any Event of Default has occurred and is continuing or would result from the payment of any Dividend on any Pledged Share, then any such Dividend or payment shall be paid directly to the Agent, and the Pledgor shall promptly pay any such Dividend received by it in contravention of this Section to the Agent and until such Dividend is so paid to the Agent it shall be held separate and apart from the Pledgor's other property in trust for the benefit of the Lender Parties by the Pledgor.

2.7 Continuing Security Interest.

This Pledge Agreement shall create a continuing security interest in the Collateral and shall:

- (a) remain in full force and effect until the occurrence of a Discharge Event;
- (b) be binding upon the Pledgor and its successors and assigns; and

- (c) enure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and each other Lender Party.

Upon the occurrence of a Discharge Event, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon the occurrence of any such Discharge Event, the Agent will, at the Pledgor's sole expense, deliver to the Pledgor, without any representations, warranties or recourse of any kind whatsoever (except a representation that it has not assigned or transferred the same), all certificates and instruments representing or evidencing all Pledged Shares, together with all other Collateral held by the Agent hereunder, and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES**

3.1 Warranties, etc.

The Pledgor represents and warrants to each Lender Party, as at the date of each pledge and delivery hereunder (including each pledge and delivery of Pledged Shares after the date hereof) by the Pledgor to the Agent of any Collateral, as set forth in this Article.

3.2 Existence, etc.

The Pledgor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the corporate power to enter into this Pledge Agreement; this Pledge Agreement has been duly authorized by all necessary corporate action on the part of the Pledgor and constitutes a legal and valid agreement binding of the Pledgor, enforceable in accordance with its terms; the making and performance of this Pledge Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of any lien, charge, security interest, encumbrance of any other rights of others upon any property of the Pledgor pursuant to any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or any of its property may be bound or affected.

3.3 Ownership, No Liens, etc.

The Pledgor is the legal and beneficial owner of, and has good and marketable title to (and has full right and authority to create the security interest, pledge and assign and to cause Delivery of the Collateral) the Collateral, free and clear of all Encumbrances, except any lien or security interest granted pursuant hereto in favour of the Agent, Permitted Encumbrances and any security interest in favour of a Securities Intermediary which is consented to in writing by the Agent, provided such security interest in favour of such Securities Intermediary is subordinated to the Agent's security interest in the Collateral. There is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Pledgor would be required to sell or otherwise dispose of any of the Collateral.

3.4 Control.

No Collateral is in the possession or control of any person asserting a claim thereto or security interest therein, except that the Agent or its nominee or a Securities Intermediary acting on its behalf may have possession or control of the Collateral.

3.5 As to Pledged Shares.

In the case of any Pledged Shares constituting Collateral, (a) all of such Pledged Shares are duly authorized and validly issued, fully paid, and non-assessable (in the case of shares of any corporation) (but in the case of ULC Shares, subject always to the general principles regarding the assessability of ULC Shares set out under the applicable ULC Laws), and constitute such percentage of all of the issued and outstanding shares or partnership units of each such class of securities of each Pledged Share Issuer as set forth on Attachment 1 attached hereto; (b) there is no agreement, option, warrant, privilege or right pursuant to which the Pledgor may be required to sell or otherwise dispose of any of the Pledged Shares, and (c) the Pledgor has no direct Subsidiaries other than the Pledged Share Issuers.

3.6 Authorization, Approval, etc.

Except for the consent of the boards of directors of the Pledgor and the Pledged Share Issuers, which have been obtained (subject to Section 8.14 hereof in relation to ULC Shares), no authorization, approval, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required either:

- (a) for the pledge by the Pledgor of any Collateral pursuant to this Pledge Agreement or for the execution, delivery, and performance of this Pledge Agreement by the Pledgor; or
- (b) for the exercise by the Agent of the voting or other rights provided for in this Pledge Agreement, or the remedies in respect of the Collateral pursuant to this Pledge Agreement except as may be required in connection with a disposition of the Collateral pledged hereunder by laws affecting the offering and sale of securities generally.

ARTICLE 4
COVENANTS

4.1 Protect Collateral; Further Assurances, etc.

The Pledgor will not sell, assign, transfer, pledge or encumber in any other manner the Collateral (except in favour of the Agent hereunder, or except as permitted by the Credit Agreement). The Pledgor will warrant and defend the right and title herein granted unto the Agent in and to the Collateral (and all right, title, and interest represented by the Collateral) against the claims and demands of all Persons whomsoever. The Pledgor agrees that at any time, and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and take all further action reasonably requested by the Agent that

may be necessary in the opinion of the Agent in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

4.2 Stock Powers, etc.

The Pledgor agrees that all Pledged Shares (and all other interests constituting Collateral) delivered by the Pledgor pursuant to this Pledge Agreement will be accompanied by duly executed undated blank transfer powers, or other equivalent instruments of transfer acceptable to the Agent. The Pledgor will, from time to time upon the request of the Agent, promptly deliver to the Agent such stock powers, instruments, and similar documents, satisfactory in form and substance to the Agent, with respect to the Collateral as the Agent may reasonably request and will, from time to time upon the request of the Agent, promptly transfer any Pledged Shares or other interests constituting Collateral into the name of any nominee designated by the Agent.

4.3 Continuous Pledge.

Subject to Section 2.6 and Section 4.4 hereof, the Pledgor will, at all times, keep pledged to the Agent pursuant hereto, and shall deliver forthwith to the Agent, all Pledged Shares and all other interests constituting Collateral, all Dividends and Distributions with respect to the Pledged Shares, and all other Collateral and rights from time to time received by or distributable to the Pledgor in respect of any Collateral and will immediately duly pledge on a perfected basis, subject only to Permitted Encumbrances, all capital stock and partnership units issued by any Pledged Share Issuer to the Pledgor.

4.4 Voting Rights; Dividends, etc.

The Pledgor agrees that after any Event of Default shall have occurred and be continuing (subject always to Section 8.14 hereof in relation to any ULC Shares included within the Collateral):

- (a) it shall promptly, upon receipt thereof by the Pledgor and, without any request therefor by the Agent, deliver to the Agent all Dividends, Distributions, and all proceeds of the Collateral, all of which shall be held by the Agent as additional Collateral for use in accordance with Section 6.3;
- (b) the Agent may exercise (to the exclusion of the Pledgor) the voting power and all other incidental rights of ownership with respect to any Pledged Shares or other interests constituting Collateral and the Pledgor hereby grants to the Agent an irrevocable proxy, exercisable under such circumstances, to vote the Pledged Shares and such other Collateral; and
- (c) it shall promptly deliver to the Agent such additional proxies and other documents reasonably requested by the Agent that may be necessary, in the opinion of the Agent, to allow the Agent to realize such Dividends, Distributions or proceeds of Collateral or to exercise such voting power.

All Dividends, Distributions and proceeds which may at any time, and from time to time, be held by the Pledgor but which the Pledgor is then obligated to deliver to the Agent, shall, until delivery to the Agent, be held by the Pledgor separate and apart from its other property in trust for the Lender Parties until delivery to the Agent. The Agent agrees that unless an Event of Default shall have occurred and be continuing, the Pledgor shall have the exclusive voting power with respect to any shares of capital stock and partnership units (including any of the Pledged Shares) constituting Collateral and the Agent shall, upon the written request of the Pledgor, promptly deliver such proxies and other documents, if any, as shall be reasonably requested by the Pledgor which are necessary to allow the Pledgor to exercise voting power with respect to any such shares of capital stock and partnership units (including any of the Pledged Shares) constituting Collateral; provided, however, that no vote shall be cast, or consent, waiver, or ratification given, or action taken by the Pledgor that would be prejudicial to the interests of the Lender Parties, impair any Collateral or be inconsistent with or violate any provision of the Credit Agreement or any other Loan Document (including this Pledge Agreement) or would have the intent of reducing in a material way the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

ARTICLE 5
THE AGENT

5.1 Agent Appointed Attorney-in-Fact.

The Pledgor hereby irrevocably appoints the Agent the Pledgor's attorney-in-fact with effect following the occurrence and during the continuance of an Event of Default, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including without limitation:

- (a) to transfer any or all of the Pledged Property into the name of the Agent or its nominee;
- (b) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and
- (d) to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender Parties with respect to any of the Collateral.

The Pledgor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is (until termination of the security interest granted hereunder upon the occurrence of a Discharge Event) irrevocable and coupled with an interest.

5.2 Agent May Perform.

If the Pledgor fails to perform any agreement contained herein after being requested in writing so to perform (it being understood that no such request need be given after the occurrence and during the continuance of an Event of Default), the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by the Pledgor pursuant to Section 6.4.

5.3 Agent Has No Duty.

The powers conferred on the Agent hereunder are solely to protect its interest (on behalf of the Lender Parties) in the Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or responsibility for:

- (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Property, whether or not the Agent has or is deemed to have notice or knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

5.4 Reasonable Care.

The Agent is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession; provided, however, the Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purpose as the Pledgor requests in writing, but failure of the Agent to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

ARTICLE 6
REMEDIES

6.1 Certain Remedies.

Whenever an Event of Default shall have occurred under the Credit Agreement and be continuing, without limiting the rights of the Agent under or pursuant to this Pledge Agreement, the Credit Agreement, any other Loan Document or any other security provided by the Pledgor to the Agent pursuant to or in connection with the Credit Agreement or otherwise provided by Applicable Law, the Agent shall be entitled and shall have the authority by itself or through its agents (including, without limitation, any receiver or receiver and manager) to do any of the

following (subject always to Section 8.14 hereof in relation to any ULC Shares included within the Collateral):

- (a) The Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under Applicable Law or any other agreement (including the right to give entitlement orders, instructions or a notice of exclusive control to a Securities Intermediary subject to an Account Control Agreement or an issuer subject to an Issuer Control Agreement), all the rights and remedies of a secured party upon default under the PPSA and also may, without notice except as required under Applicable Law or otherwise specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. The Pledgor agrees that, to the extent notice of sale shall be required by Applicable Law, at least fifteen days prior notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.
- (b) The Agent may:
 - (i) transfer all or any part of the Collateral into the name of the Agent or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder;
 - (ii) vote any of the Collateral (whether or not registered in the name of the Agent or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof;
 - (iii) notify the parties obligated on any of the Collateral to make payment to the Agent of any amount due or to become due thereunder;
 - (iv) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto;
 - (v) endorse any cheques, drafts, or other writings in the Pledgor's name to allow collection of the Collateral;
 - (vi) take control of any proceeds of the Collateral; and

- (vii) execute (in the name, place and stead of the Pledgor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.
- (c) The Agent may purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise and accept the Collateral in satisfaction of the Obligations upon notice to the Pledgor of its intention to do so in the manner required by Applicable Law.
- (d) The Agent may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Pledgor, debtors of the Pledgor, sureties and others and with the Collateral and other security as the Agent sees fit without prejudice to the liability of the Pledgor to the Agent or the Agent's rights hereunder.
- (e) The Agent will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Agent, the Pledgor or any other person, in respect of the Collateral.
- (f) The Agent may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and apply any balance of such proceeds in such order as the Agent sees fit and in the manner set forth in the Credit Agreement. If the Agent purchases any of the Collateral, the proceeds of such purchase shall be deemed to be the fair market value of the Collateral so purchased. If there is any surplus remaining, the Agent may pay it to any person having a claim thereto in priority to the Pledgor of whom the Agent has knowledge and any balance remaining must be paid to the Pledgor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Pledge Agreement and the aforesaid expenses, the Pledgor will be liable to pay any deficiency to the Agent forthwith on demand.

6.2 Compliance with Restrictions.

The Pledgor agrees that in any sale of any of the Collateral following the occurrence and continuance of an Event of Default, the Agent is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of Applicable Law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for

investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental regulatory authority or official, and the Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Lender Parties be liable nor accountable to the Pledgor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

6.3 Application of Proceeds.

All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied in such order as the Agent shall elect and in the manner set forth in the Credit Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment and satisfaction in full of all the Obligations, and the termination of all Commitments, shall be paid over to the Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

6.4 Indemnity and Expenses.

The Pledgor hereby indemnifies and holds harmless the Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Pledge Agreement (including enforcement of this Pledge Agreement), save and except for claims, losses and liabilities arising from the gross negligence or wilful misconduct of the Agent. Upon demand, the Pledgor will pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any Securities Intermediary, experts and agents, which the Agent may incur in connection with:

- (a) the administration of this Pledge Agreement;
- (b) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;
- (c) the exercise or enforcement of any of the rights of the Agent or any Lender Party hereunder; or
- (d) the failure by the Pledgor to perform or observe any of the provisions hereof.

**ARTICLE 7
GENERAL**

7.1 No Release.

This Pledge Agreement shall remain in full force and effect without regard to, and the obligations of the Pledgor shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Credit Agreement, any other Loan Document or any other security provided to any of the Lender Parties;
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Pledge Agreement, the Credit Agreement, any other Loan Document or any other security provided to any of the Lender Parties;
- (c) any waiver, consent, extension, indulgence or other action, inaction or admission under or in respect of this Pledge Agreement, the Credit Agreement, any other Loan Document or any other security provided to any of the Lender Parties;
- (d) any default by the Borrower under, or any invalidity or unenforceability of, or any limitation of the liability of the Borrower or on the method or terms of payment under, or any irregularity or other defect in the Credit Agreement, any other Loan Document or any other security provided to any of the Lender Parties;
- (e) any merger, consolidation or amalgamation of the Pledgor into or with any other Person; or
- (f) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Pledgor.

7.2 No Partnership.

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of partnership or of joint venture among the Pledgor and the Lender Parties, it being understood and agreed that none of the provisions herein contained or any acts of any of the Lender Parties or of the Pledgor shall be deemed to create any relationship between any of the Lender Parties and the Pledgor other than the relationship of assignee and pledgor.

7.3 Rights and Remedies Cumulative.

The rights and remedies given to the Agent hereunder shall be cumulative of and not substituted for any rights or remedies to which the Agent may be entitled under the Credit Agreement, any other Loan Document or any other security provided to the Agent pursuant to or in connection with any of the foregoing or at law and may be exercised whether or not the Agent has pursued or is then pursuing any other such rights and remedies. Nothing in this Pledge Agreement shall curtail or limit the remedies of the Agent as permitted either by Applicable Law or in any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Agent under this Pledge Agreement, the Credit Agreement, any other Loan Document or any other security provided to the Agent pursuant to or in connection with any of the foregoing.

7.4 Time of Essence.

Time shall be of the essence of this Pledge Agreement.

7.5 Waiver.

No consent or waiver, express or implied, by the Agent to or of any breach or default by the Pledgor in performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Pledgor hereunder. Failure on the part of the Agent to complain of any act or failure to act of the Pledgor or to declare the Pledgor in default, irrespective of how long such failure continues, shall not by itself constitute a waiver by the Agent of its rights hereunder.

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

8.1 Acknowledgement.

The Pledgor acknowledges that value has been given by the Agent for the granting of the security interest granted herein, that the Pledgor has rights in the Pledged Property (other than future or hereafter acquired Pledged Property) and that the parties have not agreed to postpone the time for attachment of the security interest granted herein.

8.2 Loan Document.

This Pledge Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8.3 Amendments, etc.

No amendment to or waiver of any provision of this Pledge Agreement nor consent to any departure by the Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

8.4 Protection of Collateral.

The Agent may from time to time, at its option, perform any act which the Pledgor agrees hereunder to perform and which the Pledgor shall fail to perform after being requested in writing so to perform (it being understood that no such request need be given after the occurrence of an Event of Default) and the Agent may from time to time take any other action which the Agent reasonably deems necessary for the maintenance, preservation or protection of any of the Collateral or of its security interest therein.

8.5 Addresses for Notices.

Any notice or communication to be given under this Pledge Agreement to the Pledgor or the Agent shall be effective if given in accordance with the provisions of the Credit Agreement as to the giving of notice to each but using the address set forth below for the Pledgor, and the Pledgor and the Agent may change their respective address for notices in accordance with the said provisions.

8.6 Section Captions.

Section captions used in this Pledge Agreement are for convenience of reference only, and shall not affect the construction of this Pledge Agreement.

8.7 Severability.

Wherever possible each provision of this Pledge Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Pledge Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Pledge Agreement.

8.8 Conflicts.

In the event of any conflict or inconsistency between the provisions hereunder and the provisions of the Credit Agreement then, notwithstanding anything contained herein, the provisions contained in the Credit Agreement shall prevail and the provisions of this Pledge Agreement will be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency. If any act or omission of the Pledgor is expressly permitted under the Credit Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Credit Agreement does not expressly relieve the Pledgor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions hereunder and the provisions of the Credit Agreement.

8.9 Governing Law, Entire Agreement, etc.

This Pledge Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein. Subject to and without in any way limiting the provisions regarding the paramountcy of the Credit Agreement contained in Section 8.8 above, this Pledge Agreement together with any Issuer Control Agreement or Account Control Agreement Delivered to the Agent pursuant to the terms hereof and the other Loan Documents to which the Pledgor is a party constitute the entire understanding among the parties hereto with respect to the subject matter hereof and supersede any prior agreements, written or oral, with respect thereto.

8.10 **Assignment.**

This Pledge Agreement shall enure to the benefit of and be binding upon each of the Lender Parties and their respective successors and permitted assigns and the Pledgor and its successors and assigns; provided that the Pledgor shall not have the right to assign its obligations hereunder without the Agent's prior written consent and the Lender Parties may only assign their rights, title and interest in, to and arising under this Pledge Agreement in accordance with the provisions of the Credit Agreement concerning assignments and participations.

8.11 **Counterparts.**

This Pledge Agreement may be executed by one or more of the parties to this Pledge Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this agreement by facsimile or by email as a pdf attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this agreement.

8.12 **Executed Copy.**

The Pledgor acknowledges receipt of a fully executed copy of this Pledge Agreement.

8.13 **Amalgamation.**

The Pledgor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the security interest created hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation, such that the term the "Pledgor" when used herein would apply to each of the amalgamating corporations and the amalgamated corporation and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to the Lender Parties (and their Affiliates) at the time of amalgamation and any "Obligations" of the amalgamated corporation to the Lender Parties (and their Affiliates) thereafter arising. The security interest shall attach to the additional "Collateral" at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

8.14 **ULC Shares.**


The Pledgor acknowledges that certain of the Collateral may now or in the future consist of ULC Shares, and that it is the intention of the Agent and the Pledgor that the Agent should not under any circumstances prior to realization thereon be held to be a "member" or a "shareholder", as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Pledge Agreement, the Credit Agreement or any other Loan Document, where the Pledgor is the registered owner of ULC Shares which are Collateral, the Pledgor will remain the sole registered owner of such ULC

Shares until such time as such ULC Shares are effectively transferred into the name of the Agent, or any other person on the books and records of the applicable ULC. Accordingly, subject to the provisions of this Pledge Agreement, the Pledgor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, in respect of such ULC Shares (except for any dividend or distribution comprised of Collateral constituting Certificated Securities, which shall be delivered to the Agent to hold hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the applicable ULC to the same extent as the Pledgor would if such ULC Shares were not pledged to the Agent pursuant hereto. Nothing in this Pledge Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Pledge Agreement, the Credit Agreement or other Loan Document shall, constitute the Agent, or any other person other than the Pledgor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as written notice is given by the Agent to the Pledgor and further steps are taken pursuant hereto or thereto so as to register the Agent, or such other person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof would have the effect of constituting the Agent as a member or a shareholder, as applicable, of any ULC prior to such time, such provision shall be severed herefrom and shall be ineffective with respect to ULC Shares which are Collateral without otherwise invalidating or rendering unenforceable this Pledge Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral which is not ULC Shares. Except upon the exercise of rights of the Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Pledge Agreement, the Pledgor shall not cause or permit, or enable a Pledged Share Issuer that is a ULC to cause or permit, the Agent to: (a) be registered as a shareholder or member of such Pledged Share Issuer; (b) have any notation entered in its favour in the share register of such Pledged Share Issuer; (c) be held out as shareholders or members of such Pledged Share Issuer; (d) receive, directly or indirectly, any dividends, property or other distributions from such Pledged Share Issuer by reason of the Agent holding the security interests granted hereunder over the ULC Shares; or (e) act as a shareholder of such Pledged Share Issuer, or exercise any rights of a shareholder including the right to attend a meeting of shareholders of such Pledged Share Issuer or to vote its ULC Shares.

[Signature page follows]

IN WITNESS WHEREOF, the parties caused this Pledge Agreement to be duly executed and delivered as of the date first written above.

Address: DME CANADA ACQUISITIONS INC.
Suite 1800 – 510 West Georgia Street
Vancouver, BC
V6B 0M3

by 
Name: ZOC McISAAC
Title: Vice President

Attention:
Facsimile:

with a copy to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Michael Bertrand
Facsimile: 416.979.1234

Address:

Royal Bank of Canada
4th Floor, 20 King Street West,
Toronto, Ontario M5H 1C4

Attention: Manager, Agency Services Group
Facsimile: (416) 842-4023

with a copy to:

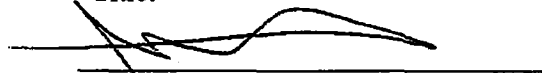
Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario
M5V 3J7

Attention: Joel Scoler
Facsimile (416) 863-0871

**ROYAL BANK OF CANADA, as
Administrative Agent**

by STEVE ANDERSON
AUTHORIZED SIGNATORY

Name:
Title:



Name: STEVE ANDERSON
Title:

DIRECTOR

ATTACHMENT 1 to
Pledge Agreement

Item A. Pledged Shares

<u>Pledged Share Issuer</u>	<u>Number/Class of Shares Owned</u>	<u>Number/Class of Shares Pledged</u>	<u>% of Shares Pledged of All Outstanding Units</u>
DME US Holdco Inc.	100 common shares	100 common shares	100%