**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS OF MEG ENERGY CORP.**

**to be held on October 9, 2025**

**and**

**NOTICE OF APPLICATION TO THE COURT OF KING'S BENCH OF ALBERTA**

**and**

**MANAGEMENT INFORMATION CIRCULAR AND PROXY STATEMENT**

**with respect to a**

**PROPOSED PLAN OF ARRANGEMENT**

**involving**

**MEG ENERGY CORP., CENOVUS ENERGY INC.**
**AND HOLDERS OF COMMON SHARES OF MEG ENERGY CORP.**

**THE BOARD OF DIRECTORS OF MEG ENERGY CORP. (THE "CORPORATION") UNANIMOUSLY RECOMMENDS THAT EACH OF THE HOLDERS (THE "MEG SHAREHOLDERS") OF COMMON SHARES ("MEG SHARES") OF THE CORPORATION VOTE "FOR" THE MEG TRANSACTION RESOLUTION**

**September 9, 2025**

These materials are important and require your immediate attention. They require MEG Shareholders to make important decisions. If you are in doubt as to how to make such decisions or require assistance with voting your MEG Shares or completing your letter of transmittal and election form (including making an election pursuant thereto, if applicable), please contact your financial, legal, tax or other professional advisors. Inquiries concerning the information in this document should be directed to Morrow Sodali (Canada) Ltd. ("**Sodali & Co**"), the proxy solicitation agent retained by the Corporation, by toll free phone call in North America to 1-888-999- 2785, or to 1-289-695-3075 for banks, brokers, and callers outside North America or by email at assistance@investor.sodali.com.

No securities regulatory authority has expressed an opinion about, or passed upon the fairness or merits of, the transaction described in this document, the securities being offered pursuant to such transaction or the adequacy of the information contained in this document and it is an offence to claim otherwise.

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**LETTER TO MEG SHAREHOLDERS**

September 9, 2025

Dear MEG Shareholders:

You are invited to attend a special meeting (the "**MEG Meeting**") of holders (the "**MEG Shareholders**") of common shares (the "**MEG Shares**") of MEG Energy Corp. ("**MEG**" or the "**Corporation**") to be held in a hybrid format on October 9, 2025 at 9:00 a.m. (Calgary time), where MEG Shareholders can participate in person at Brookfield Place, 225 – 6th Avenue S.W., Suite 1400, Calgary, Alberta, or through a live audio webcast accessible at https://meetings.lumiconnect.com/400-560-917-636. The password for the live audio webcast is "**meg2025**", case-sensitive.

At the MEG Meeting, MEG Shareholders will be asked to consider, and, if deemed advisable, to pass, with or without variation, a resolution (the "**MEG Transaction Resolution**") approving a statutory arrangement (the "**Arrangement**") pursuant to section 193 of the *Business Corporations Act* (Alberta), which provides for the acquisition by Cenovus Energy Inc. (the "**Purchaser**" or "**Cenovus**") of all of the outstanding MEG Shares. If the Arrangement is implemented, MEG Shareholders (other than registered MEG Shareholders who properly exercise their dissent rights as set out in the accompanying management information circular and proxy statement (the "**Circular**")) will receive total consideration of $27.25 per MEG Share. Each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share (the "**Cash Consideration**"); (ii) 1.325 common shares in the capital of Cenovus (each whole share, a "**Purchaser Share**") per MEG Share (the "**Share Consideration**", and collectively with the Cash Consideration, the "**Consideration**"); or (iii) a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares. The elections made by MEG Shareholders will be subject to rounding and proration based on the Cash Maximum and the Share Maximum (each as defined below) and as set out in the plan of arrangement in the form attached as Schedule "A" to the arrangement agreement between MEG and Cenovus dated August 21, 2025 (the "**Arrangement Agreement**") which is attached as Appendix B to the Circular. The maximum aggregate amount of Cash Consideration and Share Consideration that may be issued pursuant to the Arrangement is $5,198,851,090.31 (the "**Cash Maximum**") and 84,262,724 Purchaser Shares (the "**Share Maximum**"), respectively. Notwithstanding the election for cash and/or Purchaser Shares made by a MEG Shareholder, such MEG Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections (including deemed elections) made by all MEG Shareholders.

The MEG Shares are listed and posted for trading on the Toronto Stock Exchange (the "**TSX**") under the symbol "MEG". The Purchaser Shares are listed and posted for trading on the TSX under the symbol "CVE" and on the New York Stock Exchange (the "**NYSE**") under the symbol "CVE".

The aggregate Consideration payable to MEG Shareholders under the Arrangement is approximately $7.9 billion, including the assumption of MEG's debt, which represents a 33% premium to the 20-day volume-weighted average trading price of the MEG Shares based on trading on the TSX as of the close of markets on May 15, 2025, being the date on which Strathcona Resources Ltd. ("**Strathcona**") announced its intention to commence an unsolicited take-over bid. The closing price of the MEG Shares on the TSX on May 15, 2025 was $21.30. The closing price of the MEG Shares on the TSX on August 21, 2025, the last completed trading day prior to the public announcement of the Arrangement, was $27.56. The closing price of the Purchaser Shares on the TSX and the NYSE on August 21, 2025 was $21.17 and US$15.21, respectively. For additional details, see "*The Arrangement – General*" in the Circular.

Immediately after completion of the Arrangement, it is expected that existing shareholders of Cenovus will own approximately 95.5% and the former MEG Shareholders will own approximately 4.5% of the combined company.

**Reasons for the Arrangement**

MEG believes that the Arrangement and the transactions contemplated thereby will provide a number of anticipated benefits to the MEG Shareholders, including, without limitation, those arising from the following considerations:

- *Preferred Strategic Alternative After Comprehensive Review of All Alternatives to Maximize Shareholder Value:* The Arrangement was determined to be the preferred strategic alternative available to MEG for the benefit of MEG Shareholders following the conclusion of its comprehensive strategic review process, which included a thorough market canvass of a broad range of potential alternatives (including the Original Strathcona Offer (as defined in the Circular)) and assessing them against MEG's standalone business plan in order to maximize value for MEG Shareholders. The strategic review process also included advice from financial advisors, BMO Nesbitt Burns Inc. ("**BMO Capital Markets**") and RBC Dominion Securities Inc. ("**RBC Capital Markets**"), and legal counsel, Burnet, Duckworth & Palmer LLP and Norton Rose Fulbright Canada LLP.

- *Attractive Premium*: The Consideration represents a 33% premium to MEG's unaffected 20-day volume-weighted average share price on May 15, 2025, the last trading day preceding the first public announcement of Strathcona's intention to acquire MEG. The Arrangement is valued at approximately $7.9 billion, including the assumption of MEG's debt.

- *Attractive Relative Valuation:* The transaction multiple implied from the Arrangement is favourable compared to precedent transactions, valuing MEG at approximately $71,000 per bpd based on 2026E production estimate, the highest such multiple among all completed pure-play SAGD sale transactions since 2016.

- *Certainty of Consideration and Liquidity:* The Consideration mix offers a high degree of value certainty, with 75% in the form of cash and 25% in the form of highly liquid Purchaser Shares, which will be freely tradeable immediately upon closing of the Arrangement. Average daily trading value of Purchaser Shares in 2025 YTD exceeded $450 million, providing MEG Shareholders access to robust liquidity for the Purchaser Shares received as Share Consideration.

- *Flexibility in Consideration:* Aligning with individual preferences, MEG Shareholders can elect to receive Cash Consideration, Share Consideration or a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum.

- *Tax Deferred Equity Roll:* MEG Shareholders that receive Purchaser Shares can (subject to rounding and proration based on the Share Maximum and certain other conditions) achieve a deferral for Canadian tax purposes of all or a portion of the capital gains that would otherwise have been realized upon a disposition of MEG Shares, and participate in the growth of Cenovus.

- *Upside Participation*: The Arrangement provides MEG Shareholders the opportunity for continued ownership in a prominent SAGD oilsands company and the ability to participate in future upside through ownership in Cenovus, an industry-leading producer with significant scale and growth potential.

- *Superior to the Original Strathcona Offer:* The Original Strathcona Offer involves consideration consisting primarily of Strathcona Shares (as defined in the Circular), which would expose MEG Shareholders to: (i) overhang risk; (ii) governance risk; (iii) equity in a company with inferior assets; and (iv) lower upside potential in the Strathcona Shares as compared to the Purchaser Shares.

- *Accelerates MEG's Standalone Value*: The Arrangement brings forward substantial value from MEG's standalone business plan, including the expansion project at Christina Lake that is expected to increase production capacity to approximately 135,000 bpd, which will continue to advance. Cenovus plans to spend an incremental ~$400 million of capital 2026-2028 to accelerate value by delivering incremental production above the standalone MEG business plan.

- *Participation in Realization of Synergies:* The combined company will benefit from greater efficiencies and corporate, commercial, operational and developmental synergies under a single entity, which are associated with the exceptional asset fit in the Athabasca region. Cenovus expects to realize approximately $150 million of near-term annual synergies, growing to over $400 million per year in 2028 and beyond. Purchaser Shares to be received by MEG Shareholders pursuant to the Arrangement have the potential to increase in value as a result of synergy realization and integrated development by Cenovus.

In addition to the anticipated benefits for MEG Shareholders, the board of directors of MEG (the "**MEG Board**") considered other factors, including that if the Arrangement is not completed, Strathcona will hold a significant ownership position in MEG. This ownership interest would provide Strathcona, and any person acting jointly or in concert with it, with ongoing influence over matters requiring shareholder approval, and the potential to impact the strategic direction of MEG. Strathcona and certain of its affiliates have previously acquired significant interests in companies that are oil sands peers of MEG and, following such acquisitions, have, in certain circumstances, leveraged their ownership interest to influence such companies to pursue a sale transaction, culminating in Strathcona or its affiliates acquiring such companies. Sale processes may be adversely affected where the target company has a significant shareholder that is an interested purchaser and whose cooperation is needed to effect the sale to a third party, causing lower market participation and competition in the sales processes and resulting in a depressed purchase price. Strathcona has an outstanding offer to acquire MEG that has been determined by the MEG Board to not be in the best interests of MEG or MEG Shareholders.

For additional information with respect to the anticipated benefits of the Arrangement and other reasons that the MEG Board considered, see "*The Arrangement – Reasons for the Arrangement*" in the Circular.

**Approvals**

The MEG Transaction Resolution, the full text of which is set forth in Appendix A to the Circular, must, subject to further order by the Court of King's Bench of Alberta (the "**Court**"), be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting. If the MEG Transaction Resolution is not approved by the MEG Shareholders, the Arrangement cannot be completed.

Completion of the Arrangement is also subject to customary closing conditions for a transaction of this nature, including, among other things, approval of the Court and receipt of all necessary regulatory approvals. If the requisite MEG Shareholder, Court and regulatory approvals are obtained and if all other conditions to the Arrangement becoming effective are satisfied or waived, it is expected that the Arrangement will become effective on or about October 15, 2025.

No approval of the existing holders of Purchaser Shares is required for the completion of the Arrangement. The TSX has conditionally approved listing of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement. Listing is subject to Cenovus fulfilling all of the listing requirements of the TSX. Purchaser has applied for listing on the NYSE of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement.

**MEG Support Agreements**

Concurrently with the execution of the Arrangement Agreement, each director and officer of MEG, who in aggregate held approximately 0.496% of the MEG Shares (on a non-diluted basis) as at August 21, 2025, entered into voting support agreements with Purchaser (each a "**MEG Support Agreement**") pursuant to which they have agreed, among other things, to vote their MEG Shares in favour of the MEG Transaction Resolution and to otherwise support the Arrangement and, subject to certain exemptions, not to tender any MEG Shares and associated MEG SRP Rights (as

defined in the Circular) to any take-over bid or similar transaction, including the current take-over bid made by Strathcona. For additional details, see "*The Arrangement – MEG Support Agreements*" in the Circular and the form of MEG Support Agreement appended to the Circular as Appendix I.

**MEG Fairness Opinions**

In connection with the Arrangement, the MEG Board established a special committee of independent directors of the Corporation (the "**Special Committee**") to, among other things, consider the Arrangement, and make a recommendation to the MEG Board in respect thereof. For additional details, see "*Recommendation*" below, as well as "*The Arrangement – Recommendation of the Special Committee*" and "*The Arrangement – Recommendation of the MEG Board of Directors*" in the Circular.

BMO Capital Markets acted as financial advisor to the MEG Board and RBC Capital Markets acted as financial advisor to the Special Committee.

BMO Capital Markets has provided the MEG Board with an opinion (the "**BMO Fairness Opinion**") that, as of August 21, 2025, and subject to certain assumptions, limitations, qualifications and other matters stated in such opinion, the Consideration to be received by the MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

RBC Capital Markets has provided the Special Committee with an opinion (the "**RBC Fairness Opinion**") that, as of August 21, 2025, and subject to certain assumptions, limitations, qualifications and other matters stated in such opinion, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

The full text of the fairness opinions of BMO Capital Markets and RBC Capital Markets are attached as Appendices D and E, respectively, to the Circular.

For additional details, see "*The Arrangement – Financial Advisors and Fairness Opinions*" in the Circular.

**Recommendation**

The Special Committee, after consultation with management of the Corporation, RBC Capital Markets, BMO Capital Markets and the Special Committee's and the Corporation's respective legal advisors, and after having taken into consideration such matters as it considered relevant, including the fairness opinion of RBC Capital Markets and the risks and benefits associated with the Arrangement, as described in the Circular, unanimously determined that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders and in the best interests of the Corporation and unanimously resolved to recommend to the MEG Board that it: (i) determine that the Arrangement and the entry into the Arrangement Agreement are in the best interests of the Corporation; (ii) determine that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders; (iii) approve the Arrangement Agreement and the transactions contemplated thereby; and (iv) recommend that the MEG Shareholders vote in favour of the MEG Transaction Resolution.

The MEG Board, after consulting with its financial and legal advisors, and after careful consideration of, among other things, the BMO Fairness Opinion, that the Special Committee had received the RBC Fairness Opinion and the recommendation of the Special Committee, unanimously: (i) determined that the Arrangement and the entry into the Arrangement Agreement are in the best interests of MEG; (ii) determined that the Arrangement is fair to MEG Shareholders and other MEG stakeholders; (iii) approved the Arrangement Agreement and the transactions contemplated thereby; and (iv) resolved to recommend that MEG Shareholders vote in favour of the MEG Transaction Resolution.

In making their respective recommendations, the Special Committee and the MEG Board considered a number of factors as described in the Circular. For additional details, see "*The Arrangement – Background to the Arrangement*", "*The Arrangement – Recommendation of the MEG Board of Directors*", "*The Arrangement – Recommendation of the*

*Special Committee*", "*The Arrangement – Financial Advisors and Fairness Opinions*" and "*The Arrangement – Reasons for the Arrangement*" in the Circular.

**Further Information**

Full details of the Arrangement are set out in the accompanying Notice of Special Meeting of MEG Shareholders and the Circular. The Circular contains a detailed description of the Arrangement, including certain risk factors relating to the Arrangement. You should carefully consider all of the information in the Circular. If you require assistance, consult your financial, legal, tax or other professional advisor.

**Voting at the MEG Meeting**

**IT IS IMPORTANT THAT YOUR MEG SHARES BE REPRESENTED AT THE MEG MEETING.**

Whether or not you are able to attend the MEG Meeting, we urge you to complete the applicable form of proxy and return it to MEG's transfer agent, Computershare Trust Company of Canada: (a) by mail using the enclosed return envelope or one addressed to Computershare Trust Company of Canada, Proxy Department, 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6; (b) by hand delivery to Computershare Trust Company of Canada, 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6; (c) by phone at 1-866-732-VOTE (8683) ((312) 588-4290 outside of North America); or (d) through the internet at www.investorvote.com (detailed instructions are included with your proxy materials). In order to be valid and acted upon at the MEG Meeting, forms of proxy must be received by Computershare Trust Company of Canada by 9:00 a.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time and date on which the MEG Meeting is reconvened or held, as the case may be). MEG Shareholders who hold their MEG Shares through an intermediary/broker or who otherwise do not hold their MEG Shares in their own name ("**Beneficial Shareholders**") wishing to vote their MEG Shares at the MEG Meeting must provide instructions to the intermediary/broker through which they hold their MEG Shares in sufficient time prior to the holding of the MEG Meeting.

**Letter of Transmittal and Election Form**

Under the terms of the Arrangement Agreement, MEG Shareholders (other than registered MEG Shareholders who properly exercise their dissent rights as set out in the Circular) will receive $27.25 in total consideration per MEG Share. Each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share; (ii) 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum. As such, enclosed with the Circular is a letter of transmittal and election form containing instructions on how to exchange your MEG Shares. Notwithstanding the election for cash and/or Purchaser Shares made by a MEG Shareholder, such MEG Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections (including deemed elections) made by all MEG Shareholders. You will not actually receive any Consideration until the Arrangement is completed and you have returned your properly completed documents, including the letter of transmittal and election form and any certificate(s) or DRS Advice(s) representing your MEG Shares.

**Failure to complete a letter of transmittal and election form prior to the election deadline, being 4:30 p.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 4:30 p.m. (Calgary time) on the Business Day (as defined in the Circular) that is two Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be) will result in a deemed election by such MEG Shareholder to receive: (i) the Cash Consideration for 75% of the MEG Shares held by such MEG Shareholder; and (ii) the Share Consideration for 25% of the MEG Shares held by such MEG Shareholder, subject to rounding and proration based on the Cash Maximum and the Share Maximum.**

The letter of transmittal and election form is for use by registered MEG Shareholders only. If you are a Beneficial Shareholder (i.e. your MEG Shares are not registered in your name but are held by an intermediary/broker), you will

need to provide instructions to your broker or other nominee to make an election on your behalf. The intermediary/broker may establish earlier deadlines to make an election.

Additional copies of the letter of transmittal and election form are available by contacting Computershare Investor Services Inc. at the numbers listed thereon. The letter of transmittal and election form is also available under MEG's SEDAR+ issuer profile at www.sedarplus.ca.

**Information for Beneficial Shareholders**

**The information set forth in this section is of significant importance to many MEG Shareholders, as a substantial number of MEG Shareholders do not hold MEG Shares in their own name.** Beneficial Shareholders should note that only proxies deposited by MEG Shareholders whose names appear on the records of MEG as the registered holders of MEG Shares can be recognized and acted upon at the MEG Meeting. If MEG Shares are listed in an account statement provided to a MEG Shareholder by an intermediary/broker, then in almost all cases, those MEG Shares will not be registered in the MEG Shareholder's name on the records of MEG. Such MEG Shares will more likely be registered under the name of the MEG Shareholder's intermediary/broker. If you are a Beneficial Shareholder and receive these materials through your intermediary/broker, please complete the form of proxy or voting instruction form provided to you by your intermediary/broker in accordance with the instructions provided therein.

For additional details, see "*Information for Beneficial Shareholders*" in the Circular.

**Your vote is important to MEG and we strongly encourage you to attend the MEG Meeting and submit the applicable enclosed form of proxy or a voting information form. If you have any questions or need additional information, you should consult your financial, legal, tax or other professional advisor.**

On behalf of MEG, I would like to thank all MEG Shareholders for their ongoing support as we prepare to take part in this important transaction for MEG. We would also like to thank our employees who have worked very hard assisting us with this transaction and for providing their support for the Arrangement in addition to their ongoing responsibilities executing on MEG's business objectives.

We look forward to receiving your support at the MEG Meeting.

Yours very truly,

(Signed) "*James D. McFarland*"
Chair of the Board
MEG Energy Corp.

## QUESTIONS AND ANSWERS ABOUT THE MEG MEETING AND THE ARRANGEMENT

*The following is intended to address certain commonly asked questions concerning the Arrangement and the MEG Transaction Resolution to be presented at the MEG Meeting. The information contained below is of a summary nature and therefore is not complete and is qualified in its entirety by the more detailed information contained elsewhere in or incorporated by reference in this Circular, including the Appendices hereto and documents incorporated by reference herein, all of which are important and should be reviewed carefully. Capitalized terms used but not otherwise defined in this "Questions and Answers About the MEG Meeting and the Arrangement" have the meanings set forth under "Glossary of Terms" in the body of this Circular.*

**Q: Why did I receive this Circular?**

A: You are receiving this Circular and the enclosed MEG Meeting materials because you have been identified as a MEG Shareholder. As described below, MEG Shareholders must approve the MEG Transaction Resolution at the MEG Meeting in order to complete the Arrangement. This Circular contains important information about the Arrangement, related transactions and the MEG Meeting. You should read it carefully.

**Q: What is an arrangement?**

A: An arrangement is a statutory procedure under Alberta corporate Law that allows corporations to carry out transactions, including in this case the acquisition of MEG by Cenovus, upon receiving shareholder and Court approval that then becomes binding on all other shareholders by operation of Law. The Plan of Arrangement is being conducted under section 193 of the ABCA.

**Q: What will I receive under the Arrangement?**

A: Pursuant to the Arrangement, MEG Shareholders (other than Dissenting Shareholders) will transfer their MEG Shares to Purchaser, in the manner set forth in the Plan of Arrangement, and will receive total Consideration of $27.25 per MEG Share. Pursuant to the Arrangement, each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share; (ii) 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum. Notwithstanding the election for cash and/or Purchaser Shares made by a MEG Shareholder, such MEG Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections (including deemed elections) made by all MEG Shareholders. See "*The Arrangement – Arrangement Steps*" and "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders – Proration*" in the body of this Circular.

No fractional Purchaser Shares will be issued under the Plan of Arrangement. Where the aggregate number of Purchaser Shares to be issued to a former MEG Shareholder in connection with the Arrangement would result in a fraction of a Purchaser Share being issuable, such former MEG Shareholder shall receive, in lieu of such fractional Purchaser Share, the nearest whole number of Purchaser Shares, as applicable and subject to rounding and proration based on the Cash Maximum and the Share Maximum. In the event a former MEG Shareholder would otherwise be entitled to a fractional Purchaser Share under the Plan of Arrangement, the number of Purchaser Shares issuable to such MEG Shareholder will be rounded up to the next whole number of Purchaser Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of Purchaser Shares if the fractional entitlement is less than 0.5. In calculating fractional interests, all MEG Shares registered in the name of or beneficially held by such MEG Shareholder or its nominee(s), shall be aggregated.

If the aggregate cash amount which a former MEG Shareholder is entitled to receive pursuant to the Plan of Arrangement would otherwise include a fraction of $0.01, then the aggregate cash amount to which such former MEG Shareholder shall be entitled to receive shall be rounded to the nearest whole $0.01.

See "*The Arrangement – Arrangement Steps*", "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders*" in the body of this Circular.

**Q: Why is the Arrangement superior to the Original Strathcona Offer?**

A: MEG believes that the Arrangement and the transactions contemplated thereby will provide a number of anticipated benefits to the MEG Shareholders, including, without limitation, those arising from the following considerations:

- *Preferred Strategic Alternative After Comprehensive Review of All Alternatives to Maximize Shareholder Value:* The Arrangement was determined to be the preferred strategic alternative available to MEG for the benefit of MEG Shareholders following the conclusion of the comprehensive Strategic Review Process, which included a thorough market canvass of a broad range of potential alternatives (including the Original Strathcona Offer) and assessing them against MEG's standalone business plan in order to maximize value for MEG Shareholders. The Strategic Review Process also included advice from financial advisors, BMO Capital Markets and RBC Capital Markets, and legal counsel, BD&P and NRF.

- *Attractive Premium*: The Consideration represents a 33% premium to MEG's unaffected 20-day volume-weighted average share price on May 15, 2025, the last trading day preceding the first public announcement of Strathcona's intention to acquire MEG. The Arrangement is valued at approximately $7.9 billion, including the assumption of MEG's debt.

- *Attractive Relative Valuation:* The transaction multiple implied from the Arrangement is favourable compared to precedent transactions, valuing MEG at approximately $71,000 per bpd based on 2026E production estimate, the highest such multiple among all completed pure-play SAGD sale transactions since 2016.

- *Certainty of Consideration and Liquidity:* The Consideration mix offers a high degree of value certainty, with 75% in the form of cash and 25% in the form of highly liquid Purchaser Shares, which will be freely tradeable immediately upon closing of the Arrangement. Average daily trading value of Purchaser Shares in 2025 YTD exceeded $450 million, providing MEG Shareholders access to robust liquidity for the Purchaser Shares received as Share Consideration.

- *Flexibility in Consideration:* Aligning with individual preferences, MEG Shareholders can elect to receive Cash Consideration, Share Consideration or a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum.

- *Tax Deferred Equity Roll:* MEG Shareholders that receive Purchaser Shares can (subject to rounding and proration based on the Share Maximum and certain other conditions) achieve a deferral for Canadian tax purposes of all or a portion of the capital gains that would otherwise have been realized upon a disposition of MEG Shares, and participate in the growth of Cenovus.

- *Upside Participation*: The Arrangement provides MEG Shareholders the opportunity for continued ownership in a prominent SAGD oilsands company and the ability to participate in future upside through ownership in Cenovus, an industry-leading producer with significant scale and growth potential.

- *Superior to the Original Strathcona Offer:* The Original Strathcona Offer involves consideration consisting primarily of Strathcona Shares, which would expose MEG Shareholders to: (i) overhang risk;

(ii) governance risk; (iii) equity in a company with inferior assets; and (iv) lower upside potential in the Strathcona Shares as compared to the Purchaser Shares.

- *Accelerates MEG's Standalone Value*: The Arrangement brings forward substantial value from MEG's standalone business plan, including the expansion project at Christina Lake that is expected to increase production capacity to approximately 135,000 bpd, which will continue to advance. Cenovus plans to spend an incremental ~$400 million of capital 2026-2028 to accelerate value by delivering incremental production above the standalone MEG business plan.

- *Participation in Realization of Synergies:* The Combined Company will benefit from greater efficiencies and corporate, commercial, operational and development synergies under a single entity, which are associated with the exceptional asset fit in the Athabasca region. Cenovus expects to realize approximately $150 million of near-term annual synergies, growing to over $400 million per year in 2028 and beyond. Purchaser Shares to be received by MEG Shareholders pursuant to the Arrangement have the potential to increase in value as a result of synergy realization and integrated development by Cenovus.

In addition to the anticipated benefits for MEG Shareholders, the MEG Board considered other factors, including that if the Arrangement is not completed, Strathcona will hold a significant ownership position in MEG. This ownership interest would provide Strathcona, and any person acting jointly or in concert with it, with ongoing influence over matters requiring shareholder approval, and the potential to impact the strategic direction of MEG. Strathcona and certain of its affiliates have previously acquired significant interests in companies that are oil sands peers of MEG and, following such acquisitions, have leveraged their ownership interest to influence such companies to pursue a sale transaction, culminating in Strathcona or its affiliates acquiring such companies. Sale processes may be adversely affected where the target company has a significant shareholder that is an interested purchaser and whose cooperation is needed to effect the sale to a third party, causing lower market participation and competition in the sales processes and resulting in a depressed purchase price. Strathcona has an outstanding offer to acquire MEG that has been determined by the MEG Board to not be in the best interests of MEG or MEG Shareholders.

See "*The Arrangement – Reasons for the Arrangement*" in the body of this Circular.

**Q: Are there support agreements in place with any MEG Shareholders?**

A: Yes. Concurrently with the execution of the Arrangement Agreement, each director and officer of MEG, who in aggregate held approximately 0.496% of the MEG Shares (on a non-diluted basis) as at August 21, 2025, entered into a MEG Support Agreement with Purchaser pursuant to which they have agreed to, among other things, vote their MEG Shares and MEG Incentives (to the extent such MEG Incentives have voting rights) in favour of the MEG Transaction Resolution and to otherwise support the Arrangement. In addition, the MEG Support Agreements include an agreement not to tender (or agree to tender) any MEG Shares to any take-over bid or similar transaction, including the Original Strathcona Offer or any Amended Strathcona Offer, unless such offer constitutes a Superior Proposal.

See "*The Arrangement – MEG Support Agreements*" and "*The Arrangement – MEG Incentives*" in the body of this Circular and the form of MEG Support Agreement appended hereto as Appendix I.

**Q: How do I receive the Consideration that I am entitled to under the Arrangement?**

A: Registered MEG Shareholders must complete and return the enclosed Letter of Transmittal and Election Form which, when properly completed and returned together with the certificate(s) and/or DRS Advice(s) representing the MEG Shareholder's MEG Shares and all other required documents, will enable each MEG Shareholder (other than Dissenting Shareholders) to obtain the Consideration that such MEG Shareholder is entitled to receive under the Arrangement. Under the Arrangement, each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share; (ii) 1.325 Purchaser Shares per MEG Share; or (iii) a

combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum. Notwithstanding the election for cash and/or Purchaser Shares made by a MEG Shareholder, such MEG Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections (including deemed elections) made by all MEG Shareholders. You will not actually receive any Consideration until the Arrangement is completed and you have returned your properly completed documents, including the Letter of Transmittal and Election Form and any certificate(s) and/or DRS Advice representing your MEG Shares.

**Failure to complete a Letter of Transmittal and Election Form prior to the Election Deadline, being 4:30 p.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 4:30 p.m. (Calgary time) on the Business Day that is two Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be) will result in a deemed election by such MEG Shareholder to receive: (i) the Cash Consideration for 75% of the MEG Shares held by such MEG Shareholder; and (ii) the Share Consideration for 25% of the MEG Shares held by such MEG Shareholder, subject to rounding and proration based on the Cash Maximum and the Share Maximum.**

See "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders*" in the body of this Circular.

The Letter of Transmittal and Election Form is for use by registered MEG Shareholders only. Beneficial Shareholders should contact their intermediary/broker regarding the Arrangement with respect to such Beneficial Shareholder's MEG Shares in order to provide instructions to their broker or other nominee to complete the Letter of Transmittal and Election Form to make their election and receive the Consideration issuable pursuant to the Arrangement in exchange for such Beneficial Shareholder's MEG Shares. The intermediary/broker may establish earlier deadlines for making elections.

**Q: Did the Corporation obtain a fairness opinion in determining whether or not to proceed with the Arrangement?**

**A:** Yes. BMO Capital Markets acted as financial advisor to the MEG Board and RBC Capital Markets acted as financial advisor to the Special Committee.

BMO Capital Markets has provided the MEG Board with an opinion that, as of August 21, 2025, and subject to certain assumptions, limitations, qualifications and other matters stated in such opinion, the Consideration to be received by the MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

RBC Capital Markets has provided the Special Committee with an opinion that, as of August 21, 2025 and subject to certain assumptions, limitations, qualifications and other matters stated in such opinion, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

The full texts of the BMO Fairness Opinion and the RBC Fairness Opinion are attached as Appendices D and E, respectively, to this Circular.

See "*The Arrangement – Financial Advisors and Fairness Opinions*" in the body of this Circular.

**Q: How does the MEG Board recommend that I vote on the MEG Transaction Resolution?**

A: **THE MEG BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE MEG TRANSACTION RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE MEG MEETING.**

In reaching this decision, the MEG Board considered, among other things, the benefits of the Arrangement, the BMO Fairness Opinion provided to the MEG Board and the recommendation of the Special Committee. The full text of the BMO Fairness Opinion is attached as Appendix D to this Circular.

See "*The Arrangement – Recommendation of the MEG Board of Directors*", "*The Arrangement – Recommendation of the Special Committee*", "*The Arrangement – Financial Advisors and Fairness Opinions*", "*The Arrangement – Background to the Arrangement*" and "*The Arrangement – Reasons for the Arrangement*" in the body of this Circular.

**Q: What am I being asked to vote on at the MEG Meeting?**

A: MEG Shareholders are being asked to vote on the MEG Transaction Resolution at the MEG Meeting. Approval of the MEG Transaction Resolution is a condition to the completion of the Arrangement. The full text of the MEG Transaction Resolution is attached as Appendix A to this Circular.

As of the date hereof, the Corporation knows of no other matter expected to come before the MEG Meeting, other than the vote on the MEG Transaction Resolution.

**Q: Who is eligible to vote in person at the MEG Meeting?**

A: Registered MEG Shareholders are entitled to vote in person at the MEG Meeting if they held such MEG Shares as of the close of business on the Record Date, being September 8, 2025. If a MEG Shareholder transfers MEG Shares after the Record Date and the transferee of those MEG Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such MEG Shares or having otherwise established that the transferee owns such MEG Shares, demands, at least 10 days before the MEG Meeting, that the transferee's name be included in the list of MEG Shareholders entitled to vote at the MEG Meeting, such transferee shall be entitled to vote such MEG Shares at the MEG Meeting.

Beneficial Shareholders who have not duly appointed themselves as proxyholder will not be able to vote in person at the MEG Meeting. A substantial number of MEG Shareholders do not hold MEG Shares in their own name. If MEG Shares are listed in an account statement provided to a MEG Shareholder by an intermediary/broker, then, in almost all cases, those MEG Shares will not be registered in the MEG Shareholder's name on the records of the Corporation. Such MEG Shares will more likely be registered in the name of the intermediary/broker.

Beneficial Shareholders who wish to vote in person at the MEG Meeting will be required to appoint themselves as proxyholder in advance of the MEG Meeting by writing their own name in the space provided on the form of proxy or voting instruction form provided by their intermediary/broker. In all cases, MEG Shareholders must carefully follow the instructions set out in their form of proxy or voting instruction form, as applicable.

See "*General Proxy Matters*" and "*Information for Beneficial Shareholders*" in the body of this Circular.

**Q: How many votes do MEG Shareholders have?**

A: MEG Shareholders are entitled to cast one vote for each MEG Share held by such MEG Shareholder at the close of business on the Record Date.

**Q: What constitutes a quorum for the MEG Meeting?**

A: The quorum at the MEG Meeting shall be persons present not being less than two in number and holding or representing by proxy not less than 25% of the MEG Shares entitled to be voted at the MEG Meeting. If a quorum is present at the opening of the MEG Meeting, the MEG Shareholders present or represented by proxy may proceed with the business of the MEG Meeting notwithstanding that a quorum is not present

throughout the MEG Meeting. If a quorum is not present at the opening of the MEG Meeting, the MEG Shareholders present or represented by proxy may adjourn the MEG Meeting to a fixed time and place but may not transact any other business.

**Q: What vote by MEG Shareholders is required to approve the MEG Transaction Resolution?**

A: The MEG Transaction Resolution, the full text of which is set forth in Appendix A to this Circular, must, subject to further order of the Court, be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting. If the MEG Transaction Resolution is not approved by the MEG Shareholders, the Arrangement cannot be completed.

See "*The Arrangement – Procedure for the Arrangement to Become Effective – Shareholder Approval*" in the body of this Circular.

**Q: Why is my vote important?**

A: In order to complete the Arrangement, MEG Shareholders must approve the MEG Transaction Resolution.

**Q: Will the Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement be traded on an exchange?**

A: Yes. Pursuant to the Arrangement Agreement, Purchaser has agreed to use commercially reasonable efforts to maintain the listing of the Purchaser Shares on the TSX and the NYSE. It is also a condition to the completion of the Arrangement that the Purchaser Shares to be issued to MEG Shareholders in exchange for their MEG Shares be approved for listing on the TSX and the NYSE, subject to customary conditions reasonably expected to be satisfied.

The TSX has conditionally approved listing of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement. Listing is subject to Cenovus fulfilling all of the listing requirements of the TSX. Purchaser has applied for listing on the NYSE of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement.

**Q: What do I need to do now?**

A: You are urged to read carefully and consider the information contained in this Circular, including the section entitled "*Risk Factors*", the Appendices attached hereto, the Purchaser documents incorporated by reference herein and the MEG AIF and the MEG Annual MD&A, which are available under MEG's SEDAR+ issuer profile at www.sedarplus.ca, and to consider how the Arrangement will affect you as a MEG Shareholder.

The deadline for proxies to be received by Computershare is 9:00 a.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time and date on which the MEG Meeting is reconvened or held, as the case may be).

Registered MEG Shareholders must complete and return the enclosed Letter of Transmittal and Election Form which, when properly completed and returned together with the certificate(s) and/or DRS Advice(s) representing the MEG Shareholder's MEG Shares and all other required documents, will enable each MEG Shareholder (other than Dissenting Shareholders) to obtain the Consideration that such MEG Shareholder is entitled to receive under the Arrangement. Under the Arrangement, each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share; (ii) 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum. Notwithstanding the election for cash and/or Purchaser Shares made by a MEG Shareholder, such MEG Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections

(including deemed elections) made by all MEG Shareholders. You will not actually receive any Consideration until the Arrangement is completed and you have returned your properly completed documents, including the Letter of Transmittal and Election Form and any certificate(s) or DRS Advice(s) representing your MEG Shares.

**Failure to complete a Letter of Transmittal and Election Form prior to the Election Deadline, being 4:30 p.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 4:30 p.m. (Calgary time) on the Business Day that is two Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be) will result in a deemed election by such MEG Shareholder to receive: (i) the Cash Consideration for 75% of the MEG Shares held by such MEG Shareholder; and (ii) the Share Consideration for 25% of the MEG Shares held by such MEG Shareholder, subject to rounding and proration based on the Cash Maximum and the Share Maximum.**

The Letter of Transmittal and Election Form is for use by registered MEG Shareholders only. Beneficial Shareholders should contact their intermediary/broker regarding the Arrangement with respect to such Beneficial Shareholder's MEG Shares in order to provide instructions to their broker or other nominee to complete the Letter of Transmittal and Election Form to make their election and receive the Consideration issuable pursuant to the Arrangement in exchange for such Beneficial Shareholder's MEG Shares. The intermediary/broker may establish earlier deadlines for making elections.

See "*General Proxy Matters – Appointment and Revocation of Proxies*" and "*Information for Beneficial Shareholders*" in the body of this Circular.

**Q: What does it mean if I receive more than one set of materials?**

A: This means you own MEG Shares that are registered under different names or addresses. For example, you may own some MEG Shares directly as a MEG Shareholder of record and other MEG Shares through one or more intermediaries/brokers. In these situations, you will receive multiple sets of materials. You must complete each form of proxy or voting instruction form you receive to ensure all of your MEG Shares are voted for at the MEG Meeting.

**Q: What if I acquire ownership of MEG Shares after the Record Date?**

A: If a MEG Shareholder transfers MEG Shares after the Record Date and the transferee of those MEG Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such MEG Shares or having otherwise established that the transferee owns such MEG Shares, demands, at least 10 days before the MEG Meeting, that the transferee's name be included in the list of MEG Shareholders entitled to vote at the MEG Meeting, such transferee shall be entitled to vote such MEG Shares at the MEG Meeting.

**Q: Who can ask questions at the MEG Meeting?**

A: Only registered MEG Shareholders and duly appointed proxyholders may attend and participate in the MEG Meeting in person or virtually via live audio webcast, including by asking questions, provided they follow the instructions in this Circular.

Registered MEG Shareholders and duly appointed proxyholders who participate by attending online will be able to listen to the proceedings of the MEG Meeting and ask questions on the MEG Transaction Resolution during the specified times, provided they remain connected to the internet.

Beneficial Shareholders who wish to participate during the MEG Meeting must follow the instructions under the heading "*Information for Beneficial Shareholders*" in the body of this Circular and appoint themselves as proxyholder. Beneficial Shareholders who have not duly appointed themselves as proxyholders may still attend the MEG Meeting as guests, but will not be able to ask questions.

Guests, including Beneficial Shareholders who have not duly appointed themselves as proxyholder, will be able to login and listen to the proceedings of the MEG Meeting but will not be able to submit questions.

MEG believes that the ability to participate in the MEG Meeting in a meaningful way is important, and because of that made the decision to hold the MEG Meeting in a hybrid format. It is anticipated that registered MEG Shareholders and duly appointed proxyholders will have substantially the same opportunity to ask questions on matters of business before the MEG Meeting either in person or by attending virtually. MEG Shareholders attending virtually will have the opportunity to submit questions at the MEG Meeting by submitting them in writing through the text box, or verbally as explained below. Questions received from MEG Shareholders which relate to the business of the MEG Meeting are expected to be addressed at specified times during the course of the MEG Meeting. Such questions will be read by the Chair of the MEG Meeting or a designee of the Chair of the MEG Meeting and responded to by a representative of MEG. To ensure fairness for all attendees, the Chair of the MEG Meeting will decide on the amount of time allocated to each question and will have the right to limit or consolidate questions and to reject questions that do not relate to the business of the MEG Meeting or which are determined to be inappropriate or otherwise out of order.

To ask a verbal question, click on the "Request to Speak" button in the broadcast tab. Allow your browser to access your microphone. Ensure you have the correct devices connected, then click the green checkmark. You will be in queue for the moderator, while continuing to watch the broadcast. When your connection has been confirmed, you will be called upon to ask your question, and unmuted automatically.

Further instructions on how to submit a question during the MEG Meeting can be found in the Virtual Meeting Guide which accompanies this Circular.

**Q: How do I vote?**

A: **THE MEG BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE MEG TRANSACTION RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE MEG MEETING.**

If you are a registered MEG Shareholder as of the close of business on the Record Date, you can: (i) attend and vote at the MEG Meeting, which will be held in a hybrid format at 9:00 a.m. (Calgary time) on October 9, 2025 where MEG Shareholders can participate in person at Brookfield Place, 225 – 6th Avenue S.W., Suite 1400, Calgary, Alberta, or through a live audio webcast accessible at https://meetings.lumiconnect.com/400-560-917-636; or (ii) complete, sign and return the applicable enclosed form of proxy appointing the Persons named therein as management proxyholders or some other person you choose, who need not be a MEG Shareholder, to represent you as proxyholder and vote your securities at the MEG Meeting.

If you wish to attend the MEG Meeting virtually and vote online during the MEG Meeting, you must log-in using the live audio webcast accessible at https://meetings.lumiconnect.com/400-560-917-636. Registered MEG Shareholders may log-in with the control number provided by Computershare, and duly appointed proxyholders should use the credentials provided by Computershare following registration of their appointment. The password for the live audio webcast of the MEG Meeting is "**meg2025**", case-sensitive. Once voting has opened, a voting tab will appear and the resolutions and voting choices will be displayed in that tab. To vote, select one of the voting options. Your choice will be highlighted. A confirmation message will also appear to show your vote has been received. You can change your votes until the end of the voting period by simply selecting another choice.

For assistance connecting to the Lumi platform or participating in the MEG Meeting, please reach out to Lumi directly by email at support-ca@lumiglobal.com. Reference "Special Meeting of Shareholders of MEG Energy" in the subject line of your email, and Lumi will respond promptly to any inquiries. Note that internal network security protocols, including firewalls and VPN connections, may block access to the Lumi platform. If you are experiencing any difficulty connecting to or watching the MEG Meeting, ensure your VPN setting is disabled or use a computer on a network not restricted to security settings of your organization.

The Lumi platform is supported on Android, iOS, Chrome, Firefox, Edge and Safari. Internet Explorer is not supported.

The deadline for proxies to be received by Computershare is 9:00 a.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time and date on which the MEG Meeting is reconvened or held, as the case may be).

If you are a Beneficial Shareholder (i.e. your MEG Shares are not registered in your name but are held by an intermediary/broker) as of the close of business on the Record Date, please carefully follow the instructions provided by your intermediary/broker in order to provide your voting instructions.

If you are in doubt as to how to make such decisions or require assistance with voting your MEG Shares or completing your Letter of Transmittal and Election Form (including making an election pursuant thereto, if applicable), please contact your financial, legal, tax or other professional advisors. Inquiries concerning the information in this document should be directed to Sodali & Co, the proxy solicitation agent retained by MEG, by toll free phone call in North America to 1-888-999-2785, or to 1-289-695-3075 for banks, brokers, and callers outside North America or by email at assistance@investor.sodali.com.

For more information on voting your MEG Shares, see "*General Proxy Matters*" in the body of this Circular.

**Q: How can I change or revoke my vote?**

A: A MEG Shareholder who has already provided a vote by proxy has the power to revoke it at any time before it is exercised. In addition to revocation in any other manner permitted by Law, a proxy may be revoked by: (a) attending and voting (in person or online) at the MEG Meeting; (b) depositing an instrument in writing signed by the MEG Shareholder or their attorney authorized in writing (or, if the MEG Shareholder is a corporation, under corporate seal or by a duly authorized officer or attorney for the corporation) with either (i) Computershare, acting as transfer agent, at the office of Computershare designated in the accompanying Notice of Special Meeting and this Circular not later than 5:00 p.m. (Calgary time) on the Business Day preceding the day of the MEG Meeting (or any adjournment(s) or postponement(s) thereof) or (ii) the Chair of the MEG Meeting on the day of the MEG Meeting (or any adjournment(s) or postponement(s) thereof); or (c) depositing a duly executed proxy, bearing a later date or time than the date or time of the proxy being revoked by 9:00 a.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time and date on which the MEG Meeting is reconvened or held, as the case may be).

See "*General Proxy Matters – Appointment and Revocation of Proxies*" in the body of this Circular.

**Q: Am I entitled to dissent?**

A: Under the Interim Order, a registered MEG Shareholder who fully complies with the dissent procedures in Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement, is entitled, if the Arrangement becomes effective, in addition to any other rights the holder may have, to dissent and to be paid by MEG the fair value of the MEG Shares held by the holder in respect of which the holder dissents, determined as of the close of business on the last Business Day before the day on which the MEG Transaction Resolution is approved by MEG Shareholders. A registered MEG Shareholder's right to dissent is more particularly described in the text of Section 191 of the ABCA, the Plan of Arrangement and the Interim Order, which are set forth in Appendix F, Schedule "A" to Appendix B and Appendix C, respectively, to this Circular**. A registered MEG Shareholder wishing to exercise Dissent Rights must send to MEG a written objection to the MEG Transaction Resolution, which written objection must be received by MEG, c/o Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1, Attention: Paul Chiswell, by email at pchiswell@bdplaw.com, by 5:00 p.m. (Calgary time) on October 2, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 5:00 p.m. (Calgary time) on the Business Day that is five (5) Business Days prior to the date on which the MEG Meeting**

**is reconvened or held, as the case may be).**

**Beneficial Shareholders who wish to dissent should be aware that only the registered owner of such MEG Shares is entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the MEG Shares beneficially owned by such Beneficial Shareholder to be registered in the name of such Beneficial Shareholder prior to the time written objection to the MEG Transaction Resolution is required to be received by the Corporation or, alternatively, make arrangements for the registered holder of such MEG Shares to dissent on behalf of the Beneficial Shareholder. It is strongly encouraged that any registered MEG Shareholder wishing to dissent seek independent legal advice, as the failure to strictly comply with the provisions of the ABCA, as modified by the Interim Order and the Plan of Arrangement, may prejudice such MEG Shareholders' right to dissent.**

See "*Dissent Rights*" in the body of this Circular.

**Q: What conditions must be satisfied to complete the Arrangement?**

A: Completion of the Arrangement is subject to customary closing conditions for a transaction of this nature, including among other things, approval of the Court, approval of MEG Shareholders of the MEG Transaction Resolution and receipt of the Key Regulatory Approvals. For a summary of the conditions that must be satisfied or waived prior to completion of the Arrangement, see "*The Arrangement – The Arrangement Agreement – Conditions Precedent to the Arrangement*" in the body of this Circular.

No approval of the existing holders of Purchaser Shares is required for the completion of the Arrangement.

See "*The Arrangement – Procedure for the Arrangement to Become Effective*" in the body of this Circular.

**Q: What will happen if the MEG Transaction Resolution is not approved or the Arrangement is not completed for any reason?**

A: If the MEG Transaction Resolution is not approved or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated by MEG and/or Cenovus. Pursuant to the terms of the Arrangement Agreement, MEG has agreed that it will not, among other things, solicit, assist, initiate, entertain or knowingly facilitate or encourage any Acquisition Proposal, or engage in any communication regarding the making of any proposal or offer that constitutes, or may reasonably be expected to constitute or lead to an Acquisition Proposal, including by way of furnishing information or access to properties, facilities or books and records. Notwithstanding the foregoing, if at any time prior to the approval of the MEG Transaction Resolution, MEG receives an unsolicited Acquisition Proposal not resulting from a breach of the non-solicitation covenants of the Arrangement Agreement which the MEG Board determines constitutes or could reasonably be expected to constitute or lead to a Superior Proposal, MEG may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, subject to certain requirements and notification to Purchaser, who will have the right to match any Superior Proposal within the Matching Period. The Arrangement Agreement provides for a termination amount of $242 million payable by MEG, in consideration for the disposition of Purchaser's rights under the Arrangement Agreement, if the Arrangement Agreement is terminated in certain circumstances, and $242 million payable by Purchaser, in consideration for the disposition of MEG's rights under the Arrangement Agreement, if the Arrangement Agreement is terminated in certain circumstances. Further, an expense reimbursement fee of $25 million may be payable by MEG to Purchaser or by Purchaser to MEG if the Arrangement is terminated in certain circumstances.

See "*Risk Factors*" and "*The Arrangement – The Arrangement Agreement – Termination of the Arrangement Agreement*" in the body of this Circular.

**Q: When does the Corporation expect the Arrangement to become effective?**

A: It is currently anticipated that the Arrangement will become effective on or about October 15, 2025, provided that all requisite approvals are obtained and other conditions to the consummation of the Arrangement have been satisfied or waived.

See "*The Arrangement – The Arrangement Agreement – Conditions Precedent to the Arrangement*" and "*Timing*" in the body of this Circular.

**Q: What will happen if the Arrangement is completed?**

A: If the Arrangement is completed, Purchaser will acquire all of the issued and outstanding MEG Shares and MEG will become a direct wholly-owned subsidiary of Purchaser. Following completion of the Arrangement, it is anticipated that the MEG Shares will be delisted from the TSX. In addition, it is expected that Purchaser will, subject to Applicable Law, apply to have MEG cease to be a reporting issuer in all jurisdictions in which it is a reporting issuer and will terminate MEG's reporting obligations in Canada following completion of the Arrangement.

**Q: Will I receive the dividend of $0.11 per MEG Share payable on October 15, 2025?**

A: MEG Shareholders of record on September 12, 2025 will be entitled to receive the dividend of $0.11 per MEG Share, which is payable on October 15, 2025.

**Q: Who is paying for this Circular and the enclosed MEG Meeting materials?**

A: This Circular is furnished in connection with the solicitation of proxies by or on behalf of the management of the Corporation to be used at the MEG Meeting. All costs of the solicitation will be borne by the Corporation.

**Q: Is this Circular the only way that proxies are being solicited?**

A: Solicitations of proxies will be primarily by mail and electronic means, but may also be in person or by telephone, email or oral communication by directors, officers, employees or agents of the Corporation who may be specifically remunerated therefor. In addition, MEG has engaged Sodali & Co as its strategic shareholder advisor and proxy solicitation agent to assist management of MEG with, among other things, the solicitation of proxies from MEG Shareholders for a fee of approximately $250,000, plus a fee for calls made to MEG Shareholders and out-of-pocket expenses. The cost of such solicitation will be borne by MEG.

Additionally, pursuant to the Arrangement Agreement, Purchaser may, at its own expense and on behalf of the management of the Corporation, directly or through a proxy solicitation services firm of Purchaser's choice, actively solicit proxies, on behalf of management of the Corporation, in favour of the approval of the MEG Transaction Resolution and against any resolution submitted by any Person that is inconsistent with the MEG Transaction Resolution and the completion of any of the transactions contemplated by the Arrangement Agreement in compliance with Law.

See "*General Proxy Matters – Solicitation of Proxies*" in the body of this Circular.

**Q: What are the Canadian federal income tax and the U.S. federal income tax considerations of the Arrangement?**

A: For a summary of certain of the material Canadian federal income tax and the U.S. federal income tax considerations of the Arrangement applicable to MEG Shareholders, see "*Certain Canadian Federal Income Tax Considerations*" and "*Certain U.S. Federal Income Tax Considerations*" in the body of this Circular. Such summary is not intended to be legal or tax advice. MEG Shareholders should consult their own tax

advisors as to the Canadian, U.S. and other tax consequences of the Arrangement to them with respect to their particular circumstances.

**Q: Who should I contact if I have questions?**

A: If you have any questions about the Arrangement or the matters described in this Circular, please contact your professional advisors or Sodali & Co for assistance. You can reach Sodali & Co by toll free phone call in North America to 1-888-999-2785, or to 1-289-695-3075 for banks, brokers, and callers outside North America or by email at assistance@investor.sodali.com. For more information, please go to www.megenergy.com.

## NOTICE OF SPECIAL MEETING OF MEG SHAREHOLDERS

**NOTICE IS HEREBY GIVEN** that, pursuant to an order (the "**Interim Order**") of the Court of King's Bench of Alberta (the "**Court**") dated September 9, 2025, a special meeting (the "**MEG Meeting**") of the holders (the "**MEG Shareholders**") of common shares (the "**MEG Shares**") of MEG Energy Corp. ("**MEG**" or the "**Corporation**"), will be held in a hybrid format at 9:00 a.m. (Calgary time) on October 9, 2025, where MEG Shareholders can participate in person at Brookfield Place, 225 – 6th Avenue S.W., Suite 1400, Calgary, Alberta, or through a live audio webcast accessible at https://meetings.lumiconnect.com/400-560-917-636, for the following purposes:

1. to consider, pursuant to the Interim Order and, if deemed advisable, to pass, with or without variation, a special resolution of the MEG Shareholders (the "**MEG Transaction Resolution**"), the full text of which is set forth in Appendix A to the management information circular and proxy statement of MEG dated September 9, 2025 (the "**Circular**"), approving an arrangement (the "**Arrangement**") under section 193 of the *Business Corporations Act* (Alberta) (the "**ABCA**") involving, among others, MEG, Cenovus Energy Inc. and the MEG Shareholders, all as more particularly described in the Circular; and

2. to transact such further and other business as may properly be brought before the MEG Meeting or any adjournment(s) or postponement(s) thereof.

Specific details of the matters to be put before the MEG Meeting are set forth in the Circular. The password for the live audio webcast of the MEG Meeting is "**meg2025**", case-sensitive.

The Arrangement is described in the Circular, which forms part of this Notice of Special Meeting of MEG Shareholders. The full text of the MEG Transaction Resolution is set out in Appendix A to the Circular. The full text of the plan of arrangement (the "**Plan of Arrangement**") implementing the Arrangement is attached as Schedule "A" to the Arrangement Agreement (as defined in the Circular), which is attached as Appendix B to the Circular. The Interim Order is attached as Appendix C to the Circular.

**THE BOARD OF DIRECTORS OF MEG UNANIMOUSLY RECOMMENDS THAT MEG SHAREHOLDERS VOTE "FOR" THE MEG TRANSACTION RESOLUTION.**

**It is a condition to the completion of the Arrangement that the MEG Transaction Resolution be approved by MEG Shareholders at the MEG Meeting. If the MEG Transaction Resolution is not approved by the MEG Shareholders, the Arrangement cannot be completed.**

**Voting at the MEG Meeting**

Each MEG Share entitled to be voted at the MEG Meeting entitles the holder thereof to one vote at the MEG Meeting in respect of the MEG Transaction Resolution and to one vote on any other matters to be considered at the MEG Meeting. The MEG Transaction Resolution, the full text of which is set forth in Appendix A to the Circular, must, subject to further order of the Court, be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting.

The record date (the "**Record Date**") for determination of MEG Shareholders entitled to receive notice of, and to vote at, the MEG Meeting is the close of business on September 8, 2025. Only MEG Shareholders of record as at the Record Date are entitled to receive notice of the MEG Meeting. MEG Shareholders of record will be entitled to vote

those MEG Shares included in the list of MEG Shareholders prepared as at the Record Date. If a MEG Shareholder transfers MEG Shares after the Record Date and the transferee of those MEG Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such MEG Shares or having otherwise established that the transferee owns such MEG Shares, demands, at least 10 days before the MEG Meeting, that the transferee's name be included in the list of MEG Shareholders entitled to vote at the MEG Meeting, such transferee shall be entitled to vote such MEG Shares on the MEG Transaction Resolution at the MEG Meeting.

MEG Shareholders are requested to date and sign the enclosed form of proxy and to deposit it with MEG's transfer agent, Computershare Trust Company of Canada: (a) by mail using the enclosed return envelope or one addressed to Computershare Trust Company of Canada, Proxy Department, 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6; (b) by hand delivery to Computershare Trust Company of Canada, 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6; (c) by phone at 1-866-732-VOTE (8683) ((312) 588-4290 outside of North America); or (d) through the internet at www.investorvote.com (detailed instructions are included with your proxy materials). In order to be valid and acted upon at the MEG Meeting, forms of proxy must be received by Computershare Trust Company of Canada by 9:00 a.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time and date on which the MEG Meeting is reconvened or held, as the case may be).

The instrument appointing a proxy shall be in writing and shall be executed by the MEG Shareholder or the MEG Shareholder's attorney authorized in writing or, if the MEG Shareholder is a corporation, by an officer or attorney thereof duly authorized.

In the event of a strike, lockout or other work stoppage involving postal employees, all documents required to be delivered by a MEG Shareholder should be delivered by facsimile to Computershare Trust Company of Canada at 1-866-249-7775 (toll free in North America) or 1-416-263-9524 (outside North America).

**The persons named in the enclosed form of proxy as management proxyholders are directors and/or officers of MEG. Each MEG Shareholder has the right to appoint another person as their proxyholder (who need not be a MEG Shareholder) to attend and to act for such MEG Shareholder and on such MEG Shareholder's behalf at the MEG Meeting.** MEG Shareholders who wish to exercise this right must do so by mail, by hand delivery or through the internet. This right cannot be exercised by telephone. To exercise such right, (a) if doing so by mail or hand delivery, the names of the management proxyholders should be crossed out and the name of the MEG Shareholder's appointee should be legibly printed in the blank space provided, or (b) if doing so through the internet, the name of the MEG Shareholder's appointee should be included in the applicable field.

MEG Shareholders who hold their MEG Shares through an intermediary/broker or who otherwise do not hold their MEG Shares in their own name ("**Beneficial Shareholders**") who wish to attend and vote (in person or online) at the MEG Meeting will be required to appoint themselves as proxyholder in advance of the MEG Meeting by writing their own name in the space provided on the form of proxy or voting instruction form provided by their intermediary/broker. In all cases, MEG Shareholders must carefully follow the instructions set out in their form of proxy or voting instruction form, as applicable.

**If a MEG Shareholder receives more than one set of materials, it means that such MEG Shareholder owns MEG Shares that are registered under different names or addresses. Each form of proxy or voting instruction form received must be completed in accordance with the instructions provided therein to ensure all of your MEG Shares are voted for at the MEG Meeting.**

A proxyholder has discretion under the accompanying form of proxy in respect of amendments or variations to matters identified in this Notice of Special Meeting of MEG Shareholders and with respect to other matters which may properly come before the MEG Meeting, or any adjournment(s) or postponement(s) thereof. As of the date hereof, management of MEG knows of no amendments, variations or other matters to come before the MEG Meeting other than the matters set forth in this Notice of Special Meeting of MEG Shareholders. MEG Shareholders who are planning to return the form of proxy are encouraged to review the Circular carefully before submitting the form of proxy.

**Unless otherwise directed, it is the intention of the Persons named as management proxyholders in the enclosed form of proxy (or voting instruction form, as applicable), if not expressly directed to the contrary in such form of proxy, to vote such proxy "FOR" the MEG Transaction Resolution set forth in Appendix A to the Circular.**

**Dissent Rights**

Under the Interim Order, registered MEG Shareholders have the right to dissent with respect to the Arrangement and to be paid by MEG the fair value of their MEG Shares in accordance with the provisions of Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement. A MEG Shareholder's right to dissent is more particularly described in the Circular and the text of Section 191 of the ABCA, the Plan of Arrangement and the Interim Order, which are attached as Appendix F, Schedule "A" to Appendix B and Appendix C, respectively, to the Circular. **It is strongly encouraged that any registered MEG Shareholder wishing to dissent seek independent legal advice, as the failure to strictly comply with the provisions of the ABCA, as modified by the Interim Order and the Plan of Arrangement, may prejudice such MEG Shareholders' right to dissent. A registered MEG Shareholder wishing to exercise rights of dissent with respect to the Arrangement must send a written objection to the MEG Transaction Resolution, which written objection must be received by MEG, c/o Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1, Attention: Paul Chiswell, by email at pchiswell@bdplaw.com, by 5:00 p.m. (Calgary time) on October 2, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 5:00 p.m.(Calgary time) on the Business Day (as defined in the Circular) that is five (5) Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be).**

**Beneficial Shareholders who wish to dissent should be aware that only the registered owner of such MEG Shares is entitled to dissent. Accordingly, a Beneficial Shareholder who desires to exercise the right of dissent must make arrangements for the MEG Shares beneficially owned by such holder to be registered in the holder's name prior to the time written objection to the MEG Transaction Resolution is required to be received by the Corporation or, alternatively, make arrangements for the registered holder of such MEG Shares to dissent on the Beneficial Shareholder's behalf.**

**DATED** at the City of Calgary, in the Province of Alberta, this 9th day of September, 2025.

**BY ORDER OF THE BOARD OF DIRECTORS OF MEG ENERGY CORP.**

(signed) "*Darlene M. Gates*"
Darlene M. Gates
President and Chief Executive Officer
MEG Energy Corp.

**IN THE COURT OF KING'S BENCH OF ALBERTA**
**JUDICIAL CENTRE OF CALGARY**

**IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9, AS AMENDED**

**AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING, AMONG OTHERS, MEG ENERGY CORP., CENOVUS ENERGY INC., AND THE HOLDERS OF COMMON SHARES OF MEG ENERGY CORP.**

## NOTICE OF APPLICATION

**NOTICE IS HEREBY GIVEN** that an originating application (the "**Application**") has been filed with the Court of King's Bench of Alberta, Judicial Centre of Calgary (the "**Court**") on behalf of MEG Energy Corp. ("**MEG**") with respect to a proposed plan of arrangement (the "**Plan of Arrangement**") under section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "**ABCA**"), involving, among others, MEG, Cenovus Energy Inc. ("**Purchaser**") and the holders of common shares (the "**MEG Shareholders**") of MEG (the "**Arrangement**"), which Arrangement is described in greater detail in the management information circular and proxy statement of MEG dated September 9, 2025 (the "**Circular**") accompanying this Notice of Application. At the hearing of the Application, MEG intends to seek an order:

1. declaring that the terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable to the persons affected from a substantive and procedural point of view;

2. approving the Arrangement pursuant to the provisions of section 193 of the ABCA and pursuant to the terms and conditions of the arrangement agreement between MEG and Purchaser dated August 21, 2025;

3. declaring that the registered MEG Shareholders shall have the right to dissent in respect of the Arrangement in accordance with the provisions of section 191 of the ABCA, as modified by the interim order of the Court dated September 9, 2025 (the "**Interim Order**") and the Arrangement;

4. declaring that the Arrangement will, upon the filing of the articles of arrangement in respect of the Plan of Arrangement (the "**Articles of Arrangement**") pursuant to the provisions of section 193 of the ABCA and the issuance of the proof of filing of Articles of Arrangement under the ABCA, become effective in accordance with its terms and will be binding on and after the effective time of the Arrangement; and

5. granting such further and other orders, declarations and directions as the Court may deem just.

The Court has been advised that its final order approving the Arrangement, if granted, will constitute the basis for an exemption from the registration requirement of the *United States Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the issuance of common shares of Purchaser to MEG Shareholders pursuant to the Arrangement.

**AND NOTICE IS FURTHER GIVEN** that the said Application is directed to be heard before a Justice of the Court, at the Calgary Courts Centre, 601 – 5th Street, S.W., Calgary, Alberta Canada, or via video conference if necessary, on October 14, 2025 at 2:00 p.m. (Calgary time) or as soon thereafter as counsel may be heard. **Any MEG Shareholder or other interested party desiring to support or oppose the Application may appear at the time of the hearing in person or by counsel for that purpose provided such MEG Shareholder or other interested party files with the Court and serves upon MEG on or before 5:00 p.m. (Calgary time) on October 2, 2025 (or the Business Day (as defined in the Circular) that is five (5) Business Days prior to the date of the MEG Meeting (as defined herein) if it is not held on October 9, 2025), a notice of intention to appear (the "Notice of Intention to Appear") setting out such MEG Shareholder's or interested party's address for service and indicating whether such MEG Shareholder or interested party intends to support or oppose the Application or make submissions, together with a summary of the position such person intends to advocate before the Court, and**

**any evidence or materials which are to be presented to the Court.** Service on MEG is to be effected by delivery to its solicitors at the address set forth below.

**AND NOTICE IS FURTHER GIVEN** that, at the hearing and subject to the foregoing, MEG Shareholders and any other interested persons will be entitled to make representations as to, and the Court will be requested to consider, the fairness of the Arrangement. If you do not attend, either in person or by counsel, at that time, the Court may approve or refuse to approve the Arrangement as presented, or may approve it subject to such terms and conditions as the Court may deem fit, without any further notice.

**AND NOTICE IS FURTHER GIVEN** that the Court, by the Interim Order of the Court dated September 9, 2025 has given directions as to the calling and holding of a special meeting of the MEG Shareholders (the "**MEG Meeting**") for the purposes of such MEG Shareholders voting upon a special resolution to approve the Arrangement and, in particular, has directed that registered MEG Shareholders have the right to dissent under the provisions of section 191 of the ABCA, as modified by the terms of the Interim Order and the Arrangement.

**AND NOTICE IS FURTHER GIVEN** that the final order approving the Arrangement, if granted, will constitute the basis for an exemption from the registration requirement of the *United States Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the issuance of common shares of Purchaser to MEG Shareholders pursuant to the Arrangement.

**AND NOTICE IS FURTHER GIVEN** that further notice in respect of these proceedings will only be given to those persons who have filed a Notice of Intention to Appear and that in the event the hearing of the Application is adjourned only those persons who have appeared before the Court for the Application at the hearing shall be served with notice of the adjournment date.

**AND NOTICE IS FURTHER GIVEN** that a copy of the said Application and other documents in the proceedings will be furnished to any MEG Shareholder or other interested party requesting the same by the undermentioned solicitors for MEG upon written request delivered to such solicitors as follows:

Burnet, Duckworth & Palmer LLP
Suite 2400, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Attention: Paul Chiswell
E-mail: pchiswell@bdplaw.com

**DATED** at the City of Calgary, in the Province of Alberta, this 9th day of September, 2025.

**BY ORDER OF THE BOARD OF DIRECTORS OF MEG ENERGY CORP.**

(Signed) "*James D. McFarland*"
James D. McFarland
Chair of the Board
MEG Energy Corp.

## GLOSSARY OF TERMS

The following is a glossary of certain terms used in this Circular including under "*Summary*" hereof and in Appendices G and H attached hereto. Terms and abbreviations used in the Appendices to this Circular other than Appendices G and H are defined separately and the terms and abbreviations defined below are not used therein, except where otherwise indicated.

"**ABCA**" means the *Business Corporations Act*, RSA 2000, c B-9;

"**Acquisition Proposal**" means, other than the transactions contemplated by the Arrangement Agreement, any proposal, expression of interest, inquiry or offer from, or public announcement of an intention by, any Person, or group of Persons "acting jointly or in concert" within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids* (other than Purchaser or its affiliates but including, for clarity, Strathcona or any Person or group of Persons acting jointly or in concert with Strathcona) whether or not in writing and whether or not delivered to MEG or the MEG Shareholders and whether or not subject to due diligence or other conditions, or whether in one transaction or a series of transactions, that relates to, or may reasonably be expected to relate to:

(a) any direct or indirect sale, issuance or acquisition of shares or other securities (or securities convertible, exchangeable or exercisable for shares or other securities) of MEG that, when taken together with the shares and other securities of MEG held by the proposed acquiror and any Person acting jointly or in concert with such acquiror, represent 20% or more of any class of equity or voting securities of MEG or rights or interests therein and thereto;

(b) any direct or indirect acquisition or purchase of MEG's assets to which 20% or more of MEG's revenues or earnings on a consolidated basis are attributable (or any joint venture, lease, long-term supply agreement or other arrangement having the same economic effect as an acquisition or purchase) of MEG and its subsidiaries taken as a whole (and, for greater certainty, assets shall include shares of subsidiaries owned by MEG);

(c) an amalgamation, arrangement, share exchange, merger, business combination, joint venture, consolidation, recapitalization, liquidation, dissolution, winding-up, reorganization or other similar transaction involving MEG or its subsidiaries that collectively own assets to which 20% or more of MEG's revenues or earnings on a consolidated basis are attributable;

(d) any take-over bid, issuer bid, exchange offer or similar transaction involving MEG or its subsidiaries that, if consummated, would result in a Person or group of Persons acting jointly or in concert with such Person acquiring beneficial ownership of 20% or more of any class of equity or voting securities of MEG; or

(e) any transaction that would reasonably be expected to materially reduce the benefits to Purchaser of the Arrangement or impede, interfere with, prevent or delay the transactions contemplated by the Arrangement Agreement or the Arrangement;

and for greater certainty, the Original Strathcona Offer is an Acquisition Proposal, and any and each Amended Strathcona Offer shall be deemed to be a new and distinct "Acquisition Proposal" for the purposes of the Arrangement Agreement;

"**affiliate**" means any Person that is affiliated with another Person in accordance with the meaning of the Securities Act;

"**Aggregate Cash Elected**" means the aggregate amount of cash that would be payable to holders of MEG Shares based on (i) the elections to receive the Cash Consideration made pursuant to Section 3.1(c)(i) of the Plan of Arrangement; and (ii) the elections or deemed elections to receive the Combined Consideration made pursuant to Sections 3.1(c)(iii) and 3.1(e)(ii) of the Plan of Arrangement before giving effect to the proration provision of subsection 3.1(d) of the Plan of Arrangement;

"**Aggregate Consideration**" means $6,931,801,453.75;

"**Aggregate Shares Elected**" means the aggregate number of Purchaser Shares that would be issuable to holders of MEG Shares based on (i) the elections to receive the Share Consideration made pursuant to Section 3.1(c)(ii) of the Plan of Arrangement; and (ii) the elections or deemed elections to receive the Combined Consideration made pursuant to Sections 3.1(c)(iii) and 3.1(e)(ii) of the Plan of Arrangement before giving effect to the proration provision of subsection 3.1(d) of the Plan of Arrangement;

"**Agreement Date**" means August 21, 2025;

"**allowable capital loss**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*";

"**Amended Strathcona Offer**" has the meaning given to it under the heading "*The Arrangement – The Arrangement Agreement – Additional Covenants Regarding Non-Solicitation*";

"**Amendment**" has the meaning given to it in Appendix G – "*Information Concerning MEG Energy Corp. – Recent Developments*";

"**Applicable Canadian Securities Laws**" means, collectively, the Securities Act or similar statutes of each of the provinces and territories of Canada and the respective rules and regulations under such laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the provinces and territories of Canada and all rules, by-laws and regulations governing the TSX;

"**Applicable Deadline**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Disposition of MEG Shares under the Arrangement – With a Section 85 Election*";

"**Applicable Laws**" means, in any context that refers to one or more Persons or its or their respective businesses, activities, properties, assets, undertakings or securities, the Laws that apply to such Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and, for greater certainty, includes Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

"**Applicable U.S. Securities Laws**" means, collectively, federal and state securities legislation of the United States (including the U.S. Securities Act and the U.S. Exchange Act) in effect prior to the Effective Date;

"**April 2025 At-Market Proposal**" has the meaning given to it under "*The Arrangement – Background to the Arrangement*";

"**ARC**" means an advance ruling certificate issued by the Commissioner under section 102 of the Competition Act;

"**Arrangement**" means the arrangement pursuant to section 193 of the ABCA, on the terms set out in the Plan of Arrangement, as supplemented, modified or amended in accordance with the Plan of Arrangement or made at the direction of the Court in the Final Order, with the consent of MEG and Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement between MEG and Purchaser dated August 21, 2025 (including the schedules thereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion thereof;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Plan of Arrangement required under section 193(4.1) of the ABCA to be filed with the Registrar after the Final Order has been granted and all other conditions precedent to the Arrangement have been satisfied or waived, to give effect to the Arrangement;

"**Asset Disposition**" has the meaning given to it in Appendix H – "*Information Concerning Cenovus Energy Inc.*";

"**associate**" has the meaning ascribed thereto in the Securities Act;

"**BD&P**" means Burnet, Duckworth & Palmer LLP;

"**Beneficial Shareholder**" means a MEG Shareholder who holds his, her or its MEG Shares through an intermediary/broker or who otherwise does not hold his, her or its MEG Shares in his her or its own name;

"**BMO Capital Markets**" means BMO Nesbitt Burns Inc.;

"**BMO Engagement Letter**" means the engagement letter between MEG and BMO Capital Markets effective April 29, 2025;

"**BMO Fairness Opinion**" means the opinion of BMO Capital Markets, as financial advisor to MEG, to the effect that, as of the date of such opinion, and subject to certain assumptions, limitations, qualifications and other matters stated therein, the Consideration to be received by the MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders;

"**Bridge Facility**" has the meaning given to it in Appendix H – "*Information Concerning Cenovus Energy Inc.*";

"**Broadridge**" means Broadridge Financial Solutions, Inc.;

"**Business Day**" means any day, other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

"**Cash Consideration**" means the consideration in the form of cash to be paid on the election of a MEG Shareholder pursuant to Sections 3.1(c)(i) or 3.1(c)(iii) of the Plan of Arrangement;

"**Cash Electing Shareholder**" means a MEG Shareholder who has elected to receive Cash Consideration only pursuant to the Arrangement, and on such MEG Shareholder's Letter of Transmittal and Election Form;

"**Cash Maximum**" means $5,198,851,090.31, less an amount equal to 0.75 multiplied by the product of: (i) the number of MEG Shares, if any, in respect of which Dissent Rights are validly exercised and which exercise remains valid immediately prior to the Effective Time; and (ii) the Cash Offer Price;

"**Cash Offer Price**" means $27.25;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Cenovus Reserves Reports**" means: (i) the report prepared by McDaniel dated January 23, 2025 evaluating approximately 94 percent of Cenovus's total proved reserves located in Canada (in Alberta, Saskatchewan, and Newfoundland and Labrador), China and Indonesia as at December 31, 2024; and (ii) the report prepared by GLJ dated January 3, 2025 evaluating approximately six percent of Cenovus's total proved reserves, located in Alberta and British Columbia, Canada as at December 31, 2024;

"**Certificate**" means the certificate or other proof of filing to be issued by the Registrar pursuant to section 193(11) of the ABCA in respect of the Articles of Arrangement;

"**Circular**" means the Notice of Special Meeting and this management information circular, including all schedules, appendices and exhibits hereto, together with any amendments thereto or supplements thereof;

"**Code**" has the meaning given to it under "*Certain U.S. Federal Income Tax Considerations*";

"**Combination Electing Shareholder**" means a MEG Shareholder who has elected or is deemed to have elected to receive a combination of Cash Consideration and Share Consideration pursuant to the Arrangement;

"**Combined Company**" means Cenovus after completion of the Arrangement;

"**Combined Consideration**" means the consideration in the form of Cash Consideration and Share Consideration to be received on the election or deemed election of a MEG Shareholder pursuant to the Arrangement;

"**Commissioner**" means the Commissioner of Competition appointed under the Competition Act or any Person authorized to exercise the powers and perform the duties of the Commissioner of Competition and includes the Commissioner's representatives where the context requires;

"**Competition Act**" means the *Competition Act*, RSC 1985, c C-34;

"**Competition Act Approval**" means the occurrence of one or more of the following, in respect of the transactions contemplated by the Arrangement Agreement:

(a) the Commissioner shall have issued an ARC; or

(b) both: (i) either the waiting period has expired or been terminated by the Commissioner under sections 123(1) or 123(2), respectively, of the Competition Act, or the obligation to provide a pre-merger notification in accordance with Part IX of the Competition Act has been waived by the Commissioner under section 113(c) thereof; and (ii) unless such requirement is waived in writing by Purchaser, the Commissioner shall have issued a No Action Letter;

"**Computershare**" means Computershare Trust Company of Canada;

"**Confidentiality Agreement**" means the confidentiality agreement between Purchaser and MEG dated June 23, 2025, as amended from time to time;

"**Consideration**" means the consideration payable pursuant to the Plan of Arrangement to a Person who is a MEG Shareholder;

"**Contract**" means, with respect to a Party, a contract, lease, instrument, note, bond, debenture, mortgage, agreement, arrangement or understanding, written or oral, to which such Party, or any of its subsidiaries, is a Party or under which such Party or any of its subsidiaries is bound, has unfulfilled obligations or contingent liabilities or is owed unfulfilled obligations, whether known or unknown, and whether asserted or not;

"**Court**" means the Court of King's Bench of Alberta;

"**CRA**" means the Canada Revenue Agency;

"**Debt Commitment Letter**" means the commitment letter dated as of August 21, 2025 executed by Canadian Imperial Bank of Commerce and JPMorgan Chase Bank, N.A., Toronto Branch in favour of Purchaser as in effect on the Agreement Date relating to the Bridge Facility and Term Facility, including the Acquisition Facilities – Summary of Principal Terms and Conditions attached thereto as Exhibit "A", the Conditions to Closing attached thereto as Exhibit "B", in each case, as may be amended from time to time;

"**Debt Financing**" means the debt financings contemplated under the Debt Commitment Letter the proceeds of which are intended to be used by Purchaser to satisfy a portion of the Aggregate Consideration payable under the terms of the Plan of Arrangement;

"**Debt Issue**" means the issuance or incurrence of debt securities, hybrid securities or incurrence of other indebtedness for borrowed money by Purchaser (other than the Debt Financing);

"**Depositary**" means Computershare Investor Services Inc. or such other Person appointed by the Parties in connection with the Arrangement for the purpose of receiving deposits of certificates formerly representing MEG Shares and paying the Consideration;

"**Dissent Rights**" has the meaning ascribed thereto in the Plan of Arrangement;

"**Dissenting Shareholder**" means any registered MEG Shareholder who has duly and validly exercised its Dissent Rights with respect to the MEG Transaction Resolution pursuant to Article 4 of the Plan of Arrangement and the Interim Order, and has not withdrawn or has not been deemed to have withdrawn, such exercise of Dissent Rights prior to the Effective Time;

"**DRS Advice**" means a Direct Registration System (DRS) advice;

"**E&P**" has the meaning given to it under "*The Arrangement – Reasons for the Arrangement*";

"**EDGAR**" means the Electronic Data Gathering, Analysis and Retrieval System administered by the SEC;

"**Effective Date**" means the date the Arrangement becomes effective in accordance with the ABCA;

"**Effective Time**" means the time on the Effective Date at which the Articles of Arrangement are filed in accordance with section 193(4.1) of the ABCA;

"**Elected Amount**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Disposition of MEG Shares under the Arrangement – With a Section 85 Election*";

"**Electing Holder**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Disposition of MEG Shares under the Arrangement – With a Section 85 Election*";

"**Election Deadline**" means 4:30 p.m. (Calgary time) on the second Business Day immediately prior to the date of the MEG Meeting or, if the MEG Meeting is adjourned, the adjourned MEG Meeting;

"**Eligible Holder**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Disposition of MEG Shares under the Arrangement – With a Section 85 Election*";

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, Contract or otherwise) capable of becoming any of the foregoing;

"**Exchange Ratio**" means 1.325;

"**Facility Expansion Project**" means MEG's expansion project at Christina Lake that is expected to increase production capacity to approximately 135,000 bpd;

"**FHSA**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans*";

"**Final Order**" means the order of the Court approving the Arrangement pursuant to section 193(4) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both MEG and Purchaser, each acting reasonably;

"**Financial Advisors**" means BMO Capital Markets and RBC Capital Markets;

"**Financing**" means the Debt Financing, a Debt Issue or any other alternative debt or equity financings contemplated under or otherwise not prohibited by the terms of the Debt Commitment Letter that may be obtained by Purchaser or its affiliates to fund a portion of the Aggregate Consideration payable under the terms of the Plan of Arrangement;

"**FOFI**" has the meaning given to it under the heading "*Forward-Looking Statements*";

"**forward-looking statements**" has the meaning given to it under the heading "*Forward-Looking Statements*";

"**GAAP**" means accounting principles generally accepted in Canada applicable to public companies at the relevant time and which incorporates IFRS;

"**GLJ**" means GLJ Ltd.;

"**Governmental Authority**" means any: (i) domestic or foreign, multinational, national, federal, territorial, provincial, state, regional, municipal or local government or governmental, regulatory, legislative, executive or administrative authority, department, court, commission, board or tribunal, arbitral body, bureau, ministry, agency, regulator, legislature or instrumentality or official, including any political subdivision thereof; (ii) quasi-governmental or private body exercising regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iii) any stock exchange;

"**Hedging Transaction**" means: (i) any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity loan, commodity consignment, commodity lease, commodity swap, commodity option, commodity purchase or sale (including, a forward Contract and whether settled by physical or financial delivery), equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, transaction to buy, sell, borrow or lend securities or any other similar transaction (including any option with respect to any of these transactions); and (ii) any derivative or combination of these transactions;

"**Holder**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations*";

"**HSR Act**" means the United States *Hart-Scott-Rodino Antitrust Improvements Act of 1976,* as amended;

"**HSR Clearance**" means that all waiting periods (and any extensions thereof) applicable to the transactions contemplated by the Arrangement Agreement under the HSR Act shall have expired or been terminated;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Initial Cenovus Proposal**" has the meaning given to it under "*The Arrangement – Background to the Arrangement*";

"**Initial Lenders**" has the meaning given to it in Appendix H – "*Information Concerning Cenovus Energy Inc.*";

"**Interim Order**" means the interim order of the Court concerning the Arrangement under section 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the MEG Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both MEG and Purchaser, each acting reasonably;

"**IRS**" has the meaning given to it under "*Certain U.S. Federal Income Tax Considerations*";

"**Key Regulatory Approvals**" means collectively, the Competition Act Approval and the HSR Clearance;

"**Laws**" means all laws (including, for greater certainty, common law), statutes, regulations, by-laws, statutory rules, Orders, ordinances, protocols, codes, guidelines, notices and directions enacted, promulgated, enforced, issued or entered by a Governmental Authority (including all Applicable Canadian Securities Laws and all Applicable U.S. Securities Laws) and the terms and conditions of any grant of approval, permission, judgment, decision, ruling, award, authority or license of any Governmental Authority or self-regulatory authority;

"**Letter of Transmittal and Election Form**" means the letter of transmittal and election form to be used by registered MEG Shareholders to surrender their certificate(s) or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding MEG Shares to the Depositary and pursuant to which each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share; (ii) 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration, subject to rounding and proration based on the Cash Maximum and the Share Maximum and provide instructions regarding the delivery of the Cash Consideration and/or certificates or DRS Advices representing the Share Consideration, if applicable;

"**LTM**" has the meaning given to it under "*The Arrangement – Reasons for the Arrangement*";

"**Matching Period**" has the meaning ascribed thereto in Section 7.1(d) of the Arrangement Agreement;

"**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to either Party, any fact or state of facts, circumstance, change, effect, occurrence or event that individually is or in the aggregate are, or would individually or in the aggregate reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, properties, capitalization, liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of the Party and its subsidiaries, taken as a whole, other than any fact or state of facts, circumstance, change, effect, occurrence or event resulting from or arising in connection with:

(a) any change, development or condition generally affecting the industries, businesses or segments thereof in which such Party and its respective subsidiaries operate;

(b) any change, development or condition in or relating to global, international, national or regional political conditions (including strikes, lockouts, riots, blockades or facility takeover for emergency purposes) or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial, credit or capital markets;

(c) any change, development or condition resulting from any act of terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of terrorism, hostilities or war;

(d) any adoption, proposal, implementation or change in Law or in any interpretation, application or non-application of any Laws by any Governmental Authority (including, for greater certainty, any change to the Tax Act or other applicable taxing legislation or to Tax rates);

(e) any change in applicable generally accepted accounting principles, including IFRS, or changes in regulatory accounting requirements applicable to the oil and gas and oil sands exploration, development and production businesses;

(f) any climatic, earthquake or other natural event or condition (including weather conditions and any natural disaster);

(g) any epidemic, pandemic, disease outbreak, other health crisis or public health event;

(h) any decline in the market price for crude oil, natural gas or related hydrocarbons on a current or forward basis;

(i) any change to any existing, or the imposition of any new, import or export restriction, prohibition, tariff, duty, charge or Tax imposed by:

  (i) the federal or a state or other government of the United States of America on goods (including petroleum products) imported from or exported to Canada; or

  (ii) the federal or a provincial or other government of Canada on goods (including petroleum products) imported from or exported to the United States of America;

(j) any actions taken (or omitted to be taken) at the written request of the Other Party;

(k) any action taken by the Party or any of its subsidiaries that is required pursuant to the Arrangement Agreement (excluding any obligation to act in the ordinary course of business, but, for greater certainty, including any steps taken pursuant to Section 3.3 of the Arrangement Agreement);

(l) any matter which has been disclosed in the Purchaser Disclosure Letter or the MEG Disclosure Letter, as applicable, or in a document filed by the Party since January 1, 2024 until two (2) Business Days prior to the Agreement Date with any securities commission or similar regulatory authority in compliance, or intended compliance, with Applicable Canadian Securities Laws, which is available for public viewing on the Party's profile on SEDAR+ at *www.sedarplus.ca*;

(m) the execution, announcement, pendency or performance of the Arrangement Agreement or the consummation of the Arrangement;

(n) the failure of the Party to meet any internal, published, public or analyst projections, forecasts, guidance or estimates, including of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); or

(o) any change in the market price, credit rating or trading volume of any securities of the Party or the Party's corporate credit rating (it being understood that the causes underlying such change in market price, credit rating or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, however, that: (i) with respect to clauses (a) through and including (i), such matter does not have a materially disproportionate effect on the business, operations, results of operations, assets, properties, capitalization, liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of such Party and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the oil and gas and oil sands exploration industry (in which case the incremental disproportionate effect may be taken into account in determining whether there has been, or is reasonably expected to be, a Material Adverse Effect); and (ii) unless expressly provided in any particular section of the Arrangement Agreement, references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a "Material Adverse Effect" has occurred;

"**material change**" has the meaning ascribed thereto in the Securities Act;

"**Material Subsidiary**" means a subsidiary, the total assets of which constitute more than 10% of the consolidated assets of Purchaser or MEG (as applicable) as at December 31, 2024, the total liabilities of which constitute more than 10% of the consolidated liabilities of Purchaser or MEG (as applicable) as at December 31, 2024, or the total revenues of which constitute more than 10% of the consolidated revenues of Purchaser or MEG (as applicable) for the year ended December 31, 2024;

"**McDaniel**" means McDaniel & Associates Consultants Ltd.;

"**MEG**" or the "**Corporation**" means MEG Energy Corp., a corporation existing under the ABCA;

"**MEG AIF**" means the annual information form of MEG for the year ended December 31, 2024 and dated February 27, 2025;

**"MEG Annual Circular"** means the management information circular with respect to the annual meeting of MEG Shareholders held on May 6, 2025 and dated March 17, 2025;

**"MEG Annual Financial Statements"** means the audited consolidated financial statements of MEG as at and for the years ended December 31, 2024 and 2023, together with the notes thereto and the auditor's report thereon;

"**MEG Annual MD&A**" means the management discussion and analysis of MEG for the year ended December 31, 2024 and dated February 27, 2025;

"**MEG Board**" means the board of directors of MEG;

"**MEG Board Recommendation**" has the meaning given to it under the heading "*The Arrangement - Recommendation of the MEG Board of Directors*";

"**MEG Cash-Settled PSUs**" means the performance share units awarded pursuant to the MEG Cash-Settled RSU Plan, including any related dividend equivalent units;

"**MEG Cash-Settled RSU Plan**" means MEG's amended and restated cash-settled RSU plan;

"**MEG Cash-Settled RSUs**" means the restricted share units awarded pursuant to the MEG Cash-Settled RSU Plan, including any related dividend equivalent units;

"**MEG Credit Agreements**" means, collectively: (i) the fifth amended and restated credit agreement dated as of June 27, 2024 among MEG, as borrower, Bank of Montreal, as agent, and the financial institutions party thereto as lenders from time to time; and (ii) the second amended and restated credit agreement dated as of June 24, 2022 between MEG, as borrower, and Bank of Montreal, as lender; as amended by the first amending agreement dated as of June 27, 2024;

"**MEG Directors' Circular**" means the directors' circular with respect to the unsolicited offer by Strathcona to purchase all of the outstanding shares of MEG dated June 13, 2025;

"**MEG Disclosure Letter**" means the disclosure letter dated the Agreement Date from MEG to Purchaser;

"**MEG Disposition Event**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts – MEG Disposition of Rights*";

"**MEG DSU Plan**" means the MEG Deferred Share Unit Plan, as amended;

"**MEG DSUs**" means deferred share units awarded pursuant to the MEG DSU Plan, including any related dividend equivalent units;

"**MEG Employees**" means individuals employed by MEG or the MEG Subsidiary on a full-time, part-time or temporary basis, and for greater certainty includes officers of MEG;

"**MEG Executive Employment Agreements**" means the executive employment agreements between certain officers of MEG and MEG;

"**MEG Expense Reimbursement Amount**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts – MEG Expense Reimbursement*";

"**MEG Expense Reimbursement Event**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts – MEG Expense Reimbursement*";

"**MEG Fairness Opinions**" mean collectively, the BMO Fairness Opinion and the RBC Fairness Opinion;

"**MEG Group**" has the meaning given to it under the heading "*The Arrangement – The Arrangement Agreement –* Additional *Covenants Regarding Non-Solicitation*";

"**MEG Incentive Award Holders**" means holders of the MEG Incentives;

"**MEG Incentive Plans**" means, collectively, the MEG DSU Plan and the MEG RSU Plans;

"**MEG Incentives**" means, collectively, the MEG DSUs, the MEG RSUs and the MEG PSUs;

**"MEG Interim Financial Statements"** the interim consolidated unaudited financial statements of MEG as at and for the three and six months ended June 30, 2025;

"**MEG Interim MD&A**" means the management discussion and analysis of MEG for the three and six months ended June 30, 2025 and dated July 31, 2025;

"**MEG Meeting**" means the special meeting of MEG Shareholders to be called and held in accordance with the Arrangement Agreement and the Interim Order to permit the MEG Shareholders to consider the MEG Transaction Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

"**MEG Note Indenture**" means the trust indenture dated as of February 2, 2021, among MEG, the MEG Subsidiary, as guarantor, and Wilmington Trust, National Association, as trustee;

"**MEG Notes**" means the 5.875% senior notes due 2029, issued pursuant to the MEG Note Indenture;

"**MEG PSUs**" means, together, the MEG Treasury-Settled PSUs and the MEG Cash-Settled PSUs;

"**MEG Reserves Report**" means the report prepared by GLJ and dated January 31, 2025, evaluating MEG's proved and probable reserves and certain contingent resources as at December 31, 2024;

"**MEG RSU Plans**" means together, the MEG Cash-Settled RSU Plan and the MEG Treasury-Settled RSU Plan;

"**MEG RSUs**" means, together, the MEG Treasury-Settled RSUs and the MEG Cash-Settled RSUs;

"**MEG Securities**" means, together, MEG Shares, the MEG DSUs, the MEG PSUs and the MEG RSUs;

"**MEG Shareholder**" means a holder of MEG Shares;

"**MEG Shareholder Rights Plan**" means the shareholder rights plan agreement dated as of August 6, 2010 with Computershare, as amended and/or amended and restated from time to time, and any shareholder rights plan adopted by MEG after that date;

"**MEG Shares**" means the common shares in the capital of MEG;

"**MEG SRP Rights**" means the rights issued pursuant to the MEG Shareholder Rights Plan, and "**MEG SRP Right**" means any one of them;

"**MEG Subsidiary**" means MEG Energy (U.S.) Inc.;

"**MEG Support Agreements**" means the support agreements entered into between the Supporting MEG Shareholders and Purchaser, dated as of the Agreement Date;

"**MEG Termination Amount**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts – MEG Disposition of Rights*";

"**MEG Transaction Resolution**" means the special resolution in respect of the Arrangement to be considered and voted on by the MEG Shareholders at the MEG Meeting, the full text of which is set forth in Appendix A to this Circular;

"**MEG Treasury-Settled PSUs**" means the performance share units awarded pursuant to the MEG Treasury-Settled RSU Plan, including any related dividend equivalent units;

"**MEG Treasury-Settled RSU Plan**" means MEG's amended and restated Treasury-Settled RSU Plan;

"**MEG Treasury-Settled RSUs**" means the restricted share units awarded pursuant to the MEG Treasury-Settled RSU Plan, including any related dividend equivalent units;

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;

"**misrepresentation**" has the meaning ascribed thereto in the Securities Act;

"**NI 51-101**" means National Instrument 51-101 – *Standards of Disclosure for Oil and Gas Activities*;

"**NI 54-101**" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*;

"**No Action Letter**" means a written confirmation from the Commissioner that he does not, at that time, intend to make an application under section 92 of the Competition Act;

"**Non-Resident Dissenter**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dissenting Non-Resident Holders*";

"**Non-Resident Holder**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada*";

"**Notice of Special Meeting**" means the Notice of Special Meeting of MEG Shareholders accompanying this Circular;

"**Notifiable Transaction**" has the meaning given to it under the heading "*The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – Competition Act Approval*";

"**Notifications**" has the meaning given to it under the heading "*The Arrangement – Key Regulatory Approvals – Competition Act Approval*";

"**NRF**" means Norton Rose Fulbright Canada LLP;

"**NYSE**" means the New York Stock Exchange;

"**Order**" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Authority (in each case, whether temporary, preliminary or permanent);

"**Original Strathcona Offer**" means the existing unsolicited take-over bid for all of the outstanding MEG Shares and the associated MEG SRP Rights, made by Strathcona pursuant to Strathcona's offer to purchase and take-over bid circular dated May 30, 2025 (as such bid may be extended, changed or varied, other than to change the amount or form of consideration offered (including without limitation, the type of consideration and/or the respective proportion of type of consideration offered) pursuant thereto (and, for clarity, if such bid is changed or varied to change the amount or form of consideration offered including without limitation, the type of consideration and/or the respective proportion of type of consideration offered), such bid shall constitute an "**Amended Strathcona Offer**" and an "**Acquisition Proposal**");

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

"**Outside Date**" means the date that is six (6) months after the Agreement Date, provided that if any of the Key Regulatory Approvals have not been obtained by that date and none of the Key Regulatory Approvals have been denied by a non-appealable decision of a Governmental Authority, the Outside Date may be extended by a one (1) month period by either Party delivering a notice to the Other Party of its election of such extension delivered on or before the Outside Date then in effect, and thereafter the Outside Date may be extended by the mutual agreement of the Parties in writing;

"**Parties**" means Purchaser and MEG, and "**Party**" means either of them;

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**PFIC**" has the meaning given to it under "*Certain U.S. Federal Income Tax Considerations – Tax Consequences of the Arrangement to U.S. Holders – PFIC Considerations*";

"**Plan of Arrangement**" means the plan of arrangement in the form attached to the Arrangement Agreement as Schedule "A", as the same may be amended or supplemented from time to time in accordance with the terms of the Arrangement Agreement, thereof or at the direction of the Court in the Final Order, with the consent of MEG and Purchaser, each acting reasonably;

"**Purchaser**" or "**Cenovus**" means Cenovus Energy Inc., a corporation existing under the Laws of Canada;

"**Purchaser AIF**" means the annual information form of Cenovus for the year ended December 31, 2024 and dated February 19, 2025;

"**Purchaser Annual Financial Statements**" means the audited consolidated financial statements of Purchaser as at and for the years ended December 31, 2024 and 2023, together with the notes thereto and the auditor's report thereon;

"**Purchaser Annual MD&A**" means the management discussion and analysis of Cenovus for the year ended December 31, 2024 and dated February 19, 2025;

"**Purchaser Board**" means the board of directors of Purchaser;

"**Purchaser Disclosure Letter**" means the disclosure letter dated the Agreement Date from Purchaser to MEG;

"**Purchaser Disposition Event**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts – Cenovus Disposition of Rights*";

"**Purchaser Expense Reimbursement Amount**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts – Purchaser Expense Reimbursement*";

"**Purchaser Expense Reimbursement Event**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts – Purchaser Expense Reimbursement*";

"**Purchaser First Preferred Shares**" means the first preferred shares in the capital of Purchaser, issuable in one or more series;

"**Purchaser Interim Financial Statements**" means the interim unaudited consolidated financial statements of Purchaser as at and for the three and six months ended June 30, 2025;

"**Purchaser Interim MD&A**" means the management discussion and analysis of Cenovus for the three and six months ended June 30, 2025 and dated July 30, 2025;

"**Purchaser Option Plan**" means the amended and restated employee stock option plan of Purchaser providing for the grant of Purchaser Options to employees of Purchaser or its subsidiaries made as of November 30, 2009, and amended and restated on October 30, 2019;

"**Purchaser Options**" means the stock options of Purchaser granted under the Purchaser Option Plan, as may be amended or amended and restated from time to time, entitling the holders thereof to acquire Purchaser Shares upon payment of an exercise price, or surrender the stock options for a cash payment, in accordance with the provisions of the Purchaser Option Plan;

"**Purchaser Preferred Shares**" means the Purchaser First Preferred Shares and Purchaser Second Preferred Shares;

"**Purchaser Second Preferred Shares**" means the second preferred shares in the capital of Purchaser, issuable in one or more series;

"**Purchaser Shareholders**" means the holders of Purchaser Shares;

"**Purchaser Shares**" means the common shares in the capital of Purchaser;

"**Purchaser Subsidiaries**" means the Material Subsidiaries of Purchaser;

"**Purchaser Termination Amount**" has the meaning given to it under the heading "*The Arrangement – Termination Amounts– Cenovus Disposition of Rights*";

"**Purchaser Warrants**" means the common share purchase warrants of Purchaser;

"**Rating Agencies**" means: (a) S&P Global Ratings, and any successor to the ratings business thereof ("**S&P**"); (b) Moody's Investors Service, Inc. or its successor to its rating agency business ("**Moody's**"); (c) Fitch Ratings, Inc. and its subsidiaries, or any successor to the rating agency business thereof ("**Fitch**"); or (d) if S&P, Moody's or Fitch or any or all of them shall not make a rating of the MEG Notes publicly available, a nationally recognized securities rating agency or agencies, as the case may be, selected by MEG, which shall be substituted for S&P, Moody's or Fitch or any or all of them, as the case may be;

"**RBC Capital Markets**" means RBC Dominion Securities Inc.;

"**RBC Engagement Letter**" means the engagement letter between the Special Committee and RBC Capital Markets dated May 19, 2025;

"**RBC Fairness Opinion**" means the opinion of RBC Capital Markets, as financial advisor to the Special Committee, to the effect that, as of the date of such opinion, and subject to certain assumptions, limitations, qualifications and other matters stated therein, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders;

"**RDSP**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans*";

"**Record Date**" means September 8, 2025, being the record date for determination of MEG Shareholders entitled to receive notice of, and to vote at, the MEG Meeting;

"**Registered Plans**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans*";

"**Registrar**" means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under section 263 of the ABCA;

"**Representatives**" has the meaning given to it under the heading "*The Arrangement – The Arrangement Agreement – Additional Covenants Regarding Non-Solicitation*";

"**Resident Dissenter**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dissenting Resident Holders*";

"**Resident Holder**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada*";

"**Resignations and Mutual Releases**" has the meaning ascribed thereto in Section 2.7(b) of the Arrangement Agreement;

"**RESP**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans*";

"**Return**" means any written or electronic report, return, statement, claim for refund, estimate, election, designation, form, declaration of estimated Tax, information statement and information return relating to, or required to be filed or actually filed with a Governmental Authority in connection with, any Taxes;

"**Revised Strathcona Offer**" means the Original Strathcona Offer as anticipated to be varied and extended by Strathcona to offer amended consideration of 0.80 of a Strathcona Share for each MEG Share held and to extend the expiry date of the Original Strathcona Offer to October 20, 2025, as announced by Strathcona on September 8, 2025;

"**RRIF**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans*";

"**RRSP**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans*";

"**Rule 144**" means Rule 144 under the U.S. Securities Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Second Cenovus Proposal**" has the meaning given to it under "*The Arrangement – Background to the Arrangement*";

"**Section 85 Election**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Disposition of MEG Shares under the Arrangement – No Section 85 Election*";

"**Securities Act**" means the *Securities Act*, RSA 2000, c S-4;

"**SEDAR+**" means the System for Electronic Data Analysis and Retrieval +;

"**SEDI**" means the System for Electronic Disclosure by Insiders;

"**Share Consideration**" means the consideration in the form of Purchaser Shares to be issued on the election or deemed election of a MEG Shareholder pursuant to subsections 3.1(c)(ii) or 3.1(c)(iii) of the Plan of Arrangement;

"**Share Electing Shareholder**" means a MEG Shareholder who has elected to receive the Share Consideration only pursuant to the Arrangement, and on such MEG Shareholder's Letter of Transmittal and Election Form;

"**Share Maximum**" means 84,262,724 Purchaser Shares less an amount resulting from multiplying 0.25 by the product of: (i) the number of MEG Shares, if any, in respect of which Dissent Rights are validly exercised and which exercise remains valid immediately prior to the Effective Time; and (ii) the Exchange Ratio, subject to Sections 3.3 and 3.4 of the Plan of Arrangement;

"**SOR**" has the meaning given to it under "*The Arrangement – Reasons for the Arrangement*";

"**Special Committee**" means the special committee of the MEG Board;

"**Special Committee Recommendation**" has the meaning given to it under "*The Arrangement – Background to the Arrangement*";

"**Strategic Review Process**" has the meaning given to it under "*The Arrangement – Background to the Arrangement*";

"**Strathcona**" means Strathcona Resources Ltd.;

"**Strathcona Circular**" has the meaning given to it under "*The Arrangement – Background to the Arrangement*";

"**Strathcona Shares**" means the common shares in the capital of Strathcona;

"**subsidiary**" has the meaning ascribed thereto in the Securities Act;

"**Superior Proposal**" means an unsolicited *bona fide* written Acquisition Proposal:

(a) that complies with all Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

(b) that is not subject to a financing condition;

(c) that is not subject to any due diligence condition and/or access condition;

(d) to acquire not less than all of the outstanding MEG Shares or not less than substantially all of the assets, properties, permits, rights or other privileges (whether contractual or otherwise) of MEG and its subsidiaries and partnership interests;

(e) that the MEG Board and any relevant committee thereof has determined in good faith, after receipt of advice from one of its Financial Advisors or other professional financial advisors and external legal counsel, is reasonably capable of being consummated without undue delay, within the time and on the terms of such Acquisition Proposal (including, the terms of any proposed financing arrangements) taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person or group of Persons making such Acquisition Proposal; and

(f) that the MEG Board and any relevant committee thereof determines in good faith, after receipt of advice from one of its Financial Advisors or other professional financial advisors and external legal counsel, would be, if consummated within the time and in accordance with the terms of such Acquisition Proposal (including, the terms of any proposed financing arrangements), and without assuming away the risk of non-completion, more favourable, from a financial point of view, to the MEG Shareholders than the Arrangement,

provided however that the Original Strathcona Offer shall be deemed not to be, and may not constitute, a Superior Proposal for any purpose of the Arrangement Agreement;

"**Supplementary Information Request**" has the meaning given to it under the heading "*The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – Competition Act Approval*";

"**Supporting MEG Shareholders**" means each of the directors and executive officers of MEG;

"**Tax**" or "**Taxes**" means all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Applicable Laws and howsoever denominated, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, large corporation, capital gain, minimum, transfer, land transfer, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, stamp, withholding, business, franchising, property, employer health, payroll, employment, employment insurance, health and health insurance, social services, education and social security taxes, fuel taxes or levies, all surtaxes, all customs duties and import and export taxes, pension plan and workers compensation premiums or contributions, carbon taxes or levies and other obligations of the same or of a similar nature to any of the foregoing;

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp);

"**Tax Proposals**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations*";

"**taxable capital gain**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*";

"**Term Facility**" has the meaning given to it in Appendix H – "*Information Concerning Cenovus Energy Inc.*";

"**TFSA**" has the meaning given to it under the heading "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans*";

"**Third Cenovus Proposal**" has the meaning given to it under "*The Arrangement – Background to the Arrangement*";

"**Total MEG Shares**" means the total number of issued and outstanding MEG Shares as at the Effective Time which, for greater certainty, shall include MEG Shares held by Dissenting Shareholders;

"**Tribunal**" has the meaning given to it under the heading "*The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – Competition Act Approval*";

"**TSX**" means the Toronto Stock Exchange;

"**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder*;

"**U.S. Holder**" has the meaning given to it under "*Certain U.S. Federal Income Tax Considerations – Tax Consequences of the Arrangement to U.S. Holders – General*";

"**U.S. Securities Act**" means the *United States Securities Act of 1933 and the rules and regulations promulgated thereunder*;

"**WEF**" means Waterous Energy Fund; and

"**Withholding Taxes**" has the meaning given to it under the heading "*The Arrangement - Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders – Withholding Taxes*".

## ABBREVIATIONS

The following are abbreviations and definitions used in this Circular:

| | |
|---|---|
| Bcf | billion cubic feet |
| bbl | barrel |
| bbls | barrels |
| bpd | barrels per day |
| boe | barrels of oil equivalent |
| Mboe/d | thousand barrels of oil equivalent per day |
| Mbbl/d | thousand barrels per day |
| mcf | thousand cubic feet |
| MMcf/d | million cubic feet per day |
| MMboe | million barrels of oil equivalent |
| MMbbls | million barrels |

## CONVENTIONS

Unless otherwise indicated, references herein to "$" or "dollars" are to Canadian dollars and references herein to "US$" or "U.S. dollars" are to United States dollars. Words importing the singular include the plural and vice versa and words importing any gender include all genders.

# MANAGEMENT INFORMATION CIRCULAR

## Introduction

**This Circular is furnished in connection with the solicitation of proxies by the management of MEG for use at the MEG Meeting and at any adjournment(s) or postponement(s) thereof. Other than as set forth below, no Person has been authorized to give any information or make any representation in connection with the Arrangement or any other matters to be considered at the MEG Meeting other than those contained in this Circular, and if given or made, any such information or representation must not be relied upon as having been authorized. Notwithstanding the foregoing, pursuant to the Arrangement Agreement, Purchaser may, on behalf of the management of MEG, directly or through a proxy solicitation services firm of Purchaser's choice, actively solicit proxies, on behalf of management of MEG, in favour of the approval of the MEG Transaction Resolution and against any resolution submitted by any Person that is inconsistent with the MEG Transaction Resolution and the completion of any of the transactions contemplated by the Arrangement Agreement in compliance with Law.**

All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth under "*Glossary of Terms*".

All summaries of, and references to, the Arrangement Agreement, the Plan of Arrangement, the Fairness Opinions, the MEG Support Agreements, or the Interim Order in this Circular are qualified in their entirety by: (a) in the case of the Arrangement Agreement, the complete text of the Arrangement Agreement, a copy of which is attached as Appendix B to this Circular; (b) in the case of the Plan of Arrangement, the complete text of the Plan of Arrangement, a copy of which is attached as Schedule "A" to the Arrangement Agreement, which is attached as Appendix B to this Circular; (c) in the case of the BMO Fairness Opinion, the complete text of the BMO Fairness Opinion, a copy of which is attached as Appendix D to this Circular; (d) in the case of the RBC Fairness Opinion, the complete text of the RBC Fairness Opinion, a copy of which is attached as Appendix E to this Circular; (e) in the case of the MEG Support Agreements, the complete text of the form of such agreements, a copy of which is attached as Appendix I to this Circular; and (f) in the case of the Interim Order, the complete text of the Interim Order, a copy of which is attached as Appendix C to this Circular. You are urged to carefully read the full text of these documents.

The information concerning Purchaser contained and incorporated by reference in this Circular, including but not limited to the information under "*Pro Forma Information Regarding Purchaser*" in this Circular and in Appendix H to this Circular, has been provided by Purchaser. Although MEG has no knowledge that would indicate that any of such information is untrue or incomplete, MEG does not assume any responsibility for the accuracy or completeness of such information or the failure by Purchaser to disclose events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to MEG.

This Circular does not constitute an offer to sell or a solicitation of an offer to purchase any securities or the solicitation of a proxy by any Person in any jurisdiction in which such an offer or solicitation is not authorized or in which the Person making such offer or solicitation is not qualified to do so or to any Person to whom it is unlawful to make such an offer or solicitation of an offer or a proxy solicitation. Neither the delivery of this Circular nor any distribution of the securities referred to in this Circular will, under any circumstances, create an implication that there has been no change in the information set forth herein since the date as of which such information is given in this Circular.

These shareholder materials are being sent to both registered MEG Shareholders and Beneficial Shareholders. If you are a Beneficial Shareholder, and MEG or its agent has sent these materials directly to you, your name and address and information about your holdings of MEG Shares have been obtained in accordance with applicable securities requirements from the intermediary/broker holding MEG Shares on your behalf.

Information contained in or otherwise accessed through MEG's website or Purchaser's website, or any other website, other than those documents incorporated by reference herein and filed on SEDAR+, does not constitute part of this Circular.

This Circular is dated as of September 9, 2025 and information contained in this Circular is given as of September 9, 2025, unless otherwise specifically stated.

For details on the Arrangement, see "*The Arrangement*". For details of the matters to be considered by the MEG Shareholders at the MEG Meeting, see "*Matters to be Considered at the MEG Meeting*".

**Non-GAAP and Other Specified Financial Measures**

Certain documents incorporated by reference herein make reference to certain financial measures that do not have any standardized meaning as prescribed by IFRS Accounting Standards and, therefore, may not be comparable with the calculation of similar measures presented by other issuers.

For additional information regarding non-GAAP measures, including applicable reconciliations, see the advisories in the MEG Annual MD&A and the MEG Interim MD&A which are incorporated by reference herein and available on MEG's SEDAR+ issuer profile at sedarplus.ca and the Purchaser Annual MD&A and Purchaser Interim MD&A, which are incorporated by reference in this Circular and available on the Purchaser's SEDAR+ issuer profile at www.sedarplus.ca and on EDGAR at www.sec.gov. There are no significant differences between historical and forward-looking specified financial measures.

**Notice to MEG Shareholders in the United States**

**THE ARRANGEMENT AND THE SHARE CONSIDERATION TO BE ISSUED IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES REGULATORY AUTHORITY IN ANY STATE IN THE UNITED STATES, NOR HAVE THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE IN THE UNITED STATES PASSED ON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.**

The Purchaser Shares to be issued pursuant to the Arrangement, have not been and will not be registered under the U.S. Securities Act or the Applicable U.S. Securities Laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from the registration requirement of the U.S. Securities Act pursuant to Section 3(a)(10) thereof, and exemptions from registration under applicable state Applicable U.S. Securities Laws. Section 3(a)(10) of the U.S. Securities Act exempts from the registration requirements under the U.S. Securities Act the issuance of securities issued in exchange for one or more *bona fide* outstanding securities where the terms and conditions of the issuance and exchange of such securities have been approved, after a hearing upon the substantive and procedural fairness of the terms and conditions of the relevant transaction, at which all Persons to whom it is proposed such securities will be issued shall have the right to appear and receive timely and adequate notice thereof, by a court of competent jurisdiction that is expressly authorized by law to grant such approval. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. See "*The Arrangement – Procedure for the Arrangement to Become Effective – Court Approvals*".

The Court issued the Interim Order on September 9, 2025, and, subject to the approval of the Arrangement by the MEG Shareholders, a hearing on the application for the Final Order is expected to take place on or about October 14, 2025, at 2:00 p.m. (Calgary time). Any MEG Shareholder or other interested party desiring to support or oppose the application with respect to the Arrangement may appear at the time of the hearing in person or by counsel for that purpose provided such MEG Shareholder or other interested party files with the Court and serves upon MEG on or before 5:00 p.m. (Calgary time) on October 2, 2025 (or the Business Day that is five (5) Business Days prior to the date of the MEG Meeting if it is not held on October 9, 2025), a notice of intention to appear setting out such MEG Shareholder's or interested party's address for service and indicating whether such MEG Shareholder or interested party intends to support or oppose the application or make submissions, together with a summary of the position such Person intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. Service of such notice on MEG is required to be effected by service upon the solicitors for MEG: Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8th Avenue S.W., Calgary, Alberta, T2P 1G1, Attention: Paul Chiswell or by email at pchiswell@bdplaw.com. See "*Notice of Application*".

The Final Order, if granted, will constitute the basis for the exemption from the registration requirement of the U.S. Securities Act, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the Purchaser Shares to be received by MEG Shareholders pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order. See "*The Arrangement – Procedure for the Arrangement to Become Effective – Court Approvals*".

The Purchaser Shares to be issued pursuant to the Arrangement will not be subject to transfer restrictions under Applicable U.S. Securities Laws, except by Persons who are affiliates (as defined in Rule 144) of Purchaser, after the Effective Date, or were affiliates of Purchaser within 90 days prior to the Effective Date. Persons who may be deemed to be affiliates of an issuer (as defined in Rule 144) include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Typically, Persons who are directors, executive officers or 10% or greater shareholders of an issuer are considered to be its affiliates. Any resale of such Purchaser Shares by such an affiliate or former affiliate may be subject to the registration requirement of the U.S. Securities Act, absent an available exemption therefrom, such as the exemptions contained in Rule 144 or Rule 904 of Regulation S. See "*The Arrangement – Securities Law Matters – United States*".

MEG Shareholders who are citizens or residents of the United States should be aware that the Arrangement described herein may have both U.S. and Canadian tax consequences to them which may not be fully described in this Circular. For a general summary of certain Canadian and U.S. federal income tax consequences relevant to MEG Shareholders located or resident in the United States, see "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada*" and "*Certain U.S. Federal Income Tax Considerations*". MEG Shareholders should consult their own tax advisors as to the tax consequences of the Arrangement to them with respect to their particular circumstances.

Because the MEG Shares are not registered with the SEC under the U.S. Securities Act or the U.S. Exchange Act, and the issued and outstanding MEG Shares are not listed and posted for trading on a U.S. securities exchange, such as the NYSE or the NASDAQ, MEG is therefore exempt from the SEC's proxy access, formatting and filing requirements. Accordingly, the solicitation of proxies contemplated herein is made in accordance with Canadian corporate and securities Laws. MEG Shareholders located or resident in the U.S. should be aware that, in general, such Canadian disclosure requirements are different from those applicable to proxy statements, prospectuses or registration statements prepared in accordance with Applicable U.S. Securities Laws and, as a result, the information concerning the assets and operations of MEG and Purchaser contained or incorporated by reference herein is not comparable in all respects to similar information for United States companies. In particular, data on crude oil and natural gas reserves included or incorporated by reference in this Circular has been prepared in accordance with Canadian disclosure standards, which are not comparable in all respects to United States disclosure standards. The financial statements of MEG and Purchaser incorporated by reference in this Circular have been prepared in accordance with IFRS Accounting Standards, as issued by the International Accounting Standards Board, which differs from United States generally accepted accounting principles in certain material respects and thus are not directly comparable to financial statements of United States companies.

The enforcement by investors of civil liabilities under Applicable U.S. Securities Laws may be affected adversely by the fact that MEG and Purchaser are organized under the Laws of a jurisdiction outside the United States, that their officers and directors include residents of countries other than the United States and that some or all of the experts named in this Circular and the documents incorporated by reference may be residents of countries other than the United States, or that all or a substantial portion of the assets of MEG, Purchaser and such Persons are located outside the United States. As a result, it may be difficult or impossible for MEG Shareholders in the United States to effect service of process within the United States on MEG, Purchaser or such Persons, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the securities laws of the United States. In addition, MEG Shareholders in the United States should not assume that the courts of Canada: (a) would enforce judgments of U.S. courts obtained in actions against such Persons predicated upon civil liabilities under the securities laws of the United States; or (b) would enforce, in original actions, liabilities against such Persons predicated upon civil liabilities under the securities laws of the United States.

Readers should also carefully consider the matters discussed under the headings "*Risk Factors*", "*Certain U.S. Federal Income Tax Considerations*" as well as other risks described in the documents pertaining to Cenovus which are

specifically incorporated by reference in, and form an integral part of, this Circular, including as described under "*Forward-Looking Information*" and "*Risk Management and Risk Factors*" in the Purchaser Interim MD&A and the Purchaser Annual MD&A, under "*Forward-Looking Information*" and "*Risk Factors*" in the Purchaser AIF, all of which are available under Purchaser's SEDAR+ issuer profile at www.sedarplus.ca, and under "*Risk Factors*" in the MEG AIF and the MEG Annual MD&A, which are available under MEG's SEDAR+ issuer profile at www.sedarplus.ca, in addition to the risks and uncertainties discussed under "*Forward-Looking Statements*" of this Circular.

**Exchange Rate Information**

All dollar amounts set forth in this Circular, including the Appendices hereto, are expressed in Canadian dollars, except where otherwise indicated. The exchange rates for the average of the indicative rates during the period and at the end of the period for Canadian dollars per US$1.00 as reported by the Bank of Canada were as follows for each of the years ended December 31, 2024, 2023 and 2022 and the six months ended June 30, 2025.

| | Six Months Ended June 30, 2025 | Year Ended December 31 | | |
|---|---|---|---|---|
| | | 2024 | 2023 | 2022 |
| End of Period | 1.3643 | 1.4389 | 1.3226 | 1.3544 |
| Period Average | 1.4094 | 1.3698 | 1.3497 | 1.3013 |

On September 8, 2025, the Bank of Canada exchange rate for US$1.00 was $1.3816 Canadian dollars.

## FORWARD-LOOKING STATEMENTS

Certain statements contained in this Circular and in the documents incorporated by reference herein constitute forward-looking statements within the meaning of Applicable Canadian Securities Laws (collectively, "**forward-looking statements**"). These statements relate to future events or future performance. All statements other than statements of historical fact may be forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "achieve", "acquire", "synergy", "seek", "anticipate", "plan", "believe", "continue", "commitment", "lead to", "estimate", "expect", "may", "will", "project", "predict", "forecast", "future" "potential", "target", "opportunity", "intend", "could", "would", "might", "should", and similar expressions or the negative thereof.

In particular, this Circular contains forward-looking statements pertaining to:

- the proposed Arrangement and its expected terms, benefits, timing and closing, including receipt of required approvals, and satisfaction of other customary closing conditions, and the anticipated timing thereof;
- the expectation that MEG Shareholders will benefit from a high degree of certainty of value and immediate liquidity once they have received their Share Consideration;
- the value of the Share Consideration and the liquidity of the Purchaser Shares;
- the Arrangement providing MEG Shareholders the opportunity for continued ownership in a prominent SAGD oilsands company and the ability to participate in future upside through ownership in Cenovus;
- expectations regarding the risks associated with Strathcona Shares, including declines in the Strathcona Share price, WEF's liquidity needs, methods for WEF to achieve liquidity (including direct or indirect sales of Strathcona Shares), the effects of actions to achieve liquidity by WEF and potential impact on the share price, and the anticipated negative impacts on the value of Strathcona Shares to be received by MEG Shareholders under the Original Strathcona Offer;
- Strathcona's and/or WEF's potential ownership (direct or indirect) positions in MEG and/or the pro forma company if MEG and Strathcona were to combine and the effects thereof, including conflicts of interest and strategic decisions of WEF not reflecting the best interests of minority shareholders;
- potential consequences of Strathcona's and/or WEF's ongoing ownership (direct or indirect) of MEG Shares should the Arrangement not be completed;
- expectations regarding Strathcona's assets being inferior, including the operator's ability to deliver funds flow and ultimately return capital to shareholders;
- the Strathcona Shares having lower upside potential as compared to the Purchaser Shares, including the achievement of price targets in relation to the Purchaser Shares and Strathcona Shares;
- the sufficiency of Strathcona's standalone liquidity to meet WEF's liquidity needs;

- the expectation that WEF and its limited partners may sell interests in Strathcona following a combination with MEG, and expectations regarding the effects thereof;
- the expectation that the Special Committee and the MEG Board will evaluate the Revised Strathcona Offer and the anticipated timing of their response in connection therewith;
- integrating the Purchaser's and MEG's businesses and operations and realizing the anticipated strategic, operational and financial benefits and synergies of the Arrangement;
- the benefits of Cenovus's acquisition of MEG and the timing for realizing such benefits, including with respect to asset fit, synergies and the sources of such synergies and financial impact;
- the expectations that the Arrangement will increase production capacity at the Christina Lake project;
- Cenovus's plans to spend an incremental ~$400 million of capital 2026-2028 to accelerate value by delivering incremental production above the standalone MEG business plan;
- beliefs regarding adverse effects on sale processes where the target company has a significant shareholder that is an interested purchaser and whose cooperation is needed to effect the sale to a third party;
- the expectation that the Combined Company will benefit from greater efficiencies and corporate, commercial, operational and development synergies under a single entity;
- the Purchaser Shares to be received by MEG Shareholders pursuant to the Arrangement having the potential to increase in value as a result of synergy realization by Cenovus;
- the expectation that MEG Shareholders that receive Purchaser Shares can (subject to certain conditions) achieve a deferral for Canadian tax purposes of all or a portion of the capital gain that would otherwise have been realized upon a disposition of MEG Shares;
- projected production, combined reserves and SOR;
- the Arrangement bringing forward substantial value from MEG's standalone business plan, including the Facility Expansion Project;
- the continued advancement, completion and expected outcome, including increases to production capacity, of the Facility Expansion Project;
- the anticipated future state of the credit, debt and equity markets that could be available to MEG to provide MEG with the capital it may require to finance its business and operations;
- the treatment of the arrangement under Applicable Laws, including MI 61-101;
- expectations that the Arrangement will close on or about October 15, 2025;
- the expected timing for the expiration of the 30-day waiting period under the HSR Act and the Competition Act;
- the Purchaser performing or causing MEG to perform all obligations of MEG under agreements with current or former employees;
- the Purchaser receiving funds from the Debt Financing to pay a portion of the Cash Consideration;
- expectations regarding receipt of the Key Regulatory Approvals and the anticipated terms, conditions and timing thereof;
- the likelihood of challenges to the Arrangement under the Competition Act;
- the anticipated application for and filing of the Final Order and Articles of Arrangement with the Registrar under the ABCA, the content and timing of such application, the granting of the Final Order by the Court, the considerations of the Court in granting the Final Order, and the effect of the Final Order;
- expectations regarding the approval of the MEG Transaction Resolution and timing thereof;
- expectations regarding the Purchaser Termination Amount not precluding a third party from making a potential unsolicited Superior Proposal in respect of MEG;
- expectations regarding the listing of the Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement on the TSX and the NYSE, the delisting of the MEG Shares from the TSX, and MEG ceasing to be a reporting issuer, and the anticipated timing thereof;
- the solicitation of proxies by Purchaser on behalf of management of MEG;
- the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act to the Purchaser Shares issuable under the Arrangement;
- expectations regarding the percentage of Purchaser Shares that are expected to be owned by existing holders of Purchaser Shares and the MEG Shareholders following completion of the Arrangement;
- expectations of future plans, priorities, and focus of MEG and the Purchaser, and the benefits thereof;
- the payment of future dividends on, and the market price of, the MEG Shares and the Purchaser Shares;
- the terms of the Debt Financing and the anticipated timing thereof;

- the Asset Disposition, including the estimated proceeds to be received, satisfaction of the customary closing conditions and anticipated timing thereof and the intended use of the net proceeds from the Asset Disposition to reduce Purchaser's net debt and to accelerate returns to Purchaser Shareholders in the form of increased share repurchases;
- treatment of the MEG Incentives, including the vesting and settlement thereof;
- the expected treatment of MEG Employees and the costs and timing associated with severance payments and other entitlements payable pursuant to the MEG Executive Employment Agreements;
- anticipated potential effects of the Purchaser Termination Amount; and
- the expected treatment of MEG Shareholders under securities and tax Laws.

These forward-looking statements are based on certain expectations and assumptions, including expectations and assumptions respecting:

- the perceived benefits of the Arrangement, which are based upon a number of factors, including the terms and conditions of the Arrangement Agreement and current industry, economic and market conditions (see "*The Arrangement – Reasons for the Arrangement*" and "*The Arrangement – Recommendation of the MEG Board of Directors*");
- information currently available to MEG about itself, the Purchaser and Strathcona, and the businesses in which they operate;
- the liquidity of the market for, and value of, the Purchaser Shares and the Strathcona Shares;
- Purchaser's ability to successfully integrate the business of MEG with its own and realize the anticipated strategic, operational and financial benefits and synergies from the Arrangement and the timing thereof;
- the ability and timing to leverage combined expertise and drive additional value;
- the ability to achieve integrated development, unlock access to resources and achieve anticipated synergy values on anticipated timelines;
- the impact of the realization of synergies on the value of the Purchaser Shares;
- satisfaction of the conditions to closing of the Arrangement in a timely manner and substantially on the terms of the Arrangement Agreement;
- that the results of operations of the Combined Company will be consistent with Purchaser's past performance and management expectations in relation thereto;
- the ability to obtain MEG Shareholder, Court and Key Regulatory Approvals in connection with the proposed Arrangement and the terms and conditions of such approvals;
- the adherence to the terms of the Arrangement Agreement and agreements related to the Arrangement Agreement, including the MEG Support Agreements;
- the ability to complete the proposed Arrangement on the anticipated terms and timing thereof;
- the ability to maintain low steam-to-oil ratio;
- actions by third parties not delaying or otherwise adversely affecting the Arrangement;
- competing bids, including the Original Strathcona Offer, not materially impacting the Arrangement, or MEG's and Purchaser's respective business operations, required approvals or key stakeholder relationships;
- litigation relating to the Arrangement not being instituted against MEG or the Purchaser;
- the absence of adverse reactions or changes to the business relationships of MEG or the Purchaser, including with employees, suppliers, customers, competitors or credit rating agencies, resulting from the announcement or completion of the Arrangement;
- the accuracy of the pro forma operational information of the Combined Company after the Arrangement, including the Combined Company's production estimates;
- certain steps in, and timing of, the Arrangement and the Effective Date of the Arrangement, which are based upon the terms of the Arrangement Agreement and advice received from external counsel to the Corporation relating to timing expectations (see "*The Arrangement*");
- the listing of the Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement on the TSX and the NYSE and the delisting of the MEG Shares from the TSX, which is based on receipt of all required approvals from the TSX and the NYSE, as applicable;
- the expected treatment of MEG Shareholders under tax Laws, which is subject to the statements under "*Certain Canadian Federal Income Tax Considerations*" and "*Certain U.S. Federal Income Tax Considerations*";

- the absence of unanticipated changes to prevailing regulatory, tax and environmental Laws that could or would be expected to have a material adverse effect on MEG, the Purchaser, or the Purchaser after giving effect to the Arrangement, or any of their respective assets and operations;
- that there will be no material change to MEG's and the Purchaser's operations prior to completion of the Arrangement;
- the effects of the Arrangement on the Corporation and Purchaser, which are based on MEG's management's current expectations regarding the intentions of Purchaser;
- the Arrangement's impact on the current credit ratings of MEG and the Purchaser, and that the Purchaser will maintain favourable credit ratings following the completion of the Arrangement;
- the interpretation of Applicable Laws by Governmental Authorities and third parties as they apply to the Arrangement;
- the assessments of potential third party purchasers with respect to the effect of the Purchaser Termination Amount affecting the viability of making a Superior Proposal;
- general economic, market and business conditions;
- the state of credit, debt and equity markets that are available to MEG;
- the liquidity needs of WEF, its intentions regarding the sale of Strathcona Shares to achieve such liquidity needs, the options available to WEF to achieve liquidity, and the effects of any such actions, including on the Strathcona Shares;
- the operational and financial performance of Strathcona and its assets;
- oil and gas industry exploration and development activity levels and the geographic region of such activity;
- future operating costs;
- that any required commercial agreements can be reached;
- that there are no unforeseen events preventing the performance of Contracts or the completion of the relevant facilities or projects;
- that major antitrust/regulatory challenges are unlikely due to the complementary nature of MEG and Cenovus's operations;
- that counterparties will comply with Contracts in a timely manner;
- accounting estimates and judgments;
- the availability of insurance coverage; and
- the business of each of MEG and Purchaser including as set forth in the MEG AIF and the Purchaser AIF and their other respective public disclosure filings.

By their very nature, forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements. MEG believes the expectations reflected in those forward-looking statements are reasonable but no assurance can be given that these expectations will prove to be correct and such forward-looking statements included in this Circular and in the documents incorporated by reference herein should not be unduly relied upon. These statements speak only as of the date of this Circular.

Some of the risks that could cause results to differ materially from those expressed in the forward-looking statements include:

- the ability to obtain MEG Shareholder, Court and Key Regulatory Approvals in connection with the proposed Arrangement and timing thereof;
- the ability to complete the proposed Arrangement on the anticipated terms and timing thereof;
- the possibility that various closing conditions for the Arrangement may not be satisfied or waived and timing thereof;
- the impact of any existing competing bids, including the Original Strathcona Offer, and any variations, changes or amendments thereto, or from any additional offers for MEG's securities that may arise after the date hereof;
- potential actions by MEG Shareholders in opposition to the Arrangement, including the exercise of dissent rights;
- the commencement of litigation relating to the Arrangement;

- potential adverse reactions or changes to the business relationships of MEG or the Purchaser including with employees, suppliers, customers, competitors, credit rating agencies, or MEG Shareholders resulting from the announcement or completion of the Arrangement;
- dilution, liquidity and share price volatility of the Purchaser Shares;
- the delay or inability to integrate the MEG's and Purchaser's respective businesses and operations and realize the anticipated strategic, operational and financial benefits and synergies from the Arrangement;
- the ability to maintain relationships with partners and to successfully manage and operate integrated businesses;
- the estimates, assumptions, limitations, analysis, conclusions and materials (including the BMO Fairness Opinions and the RBC Fairness Opinion) that informed the reasons for, and benefits of, the Arrangement discussed in this Circular may be incorrect or may have been given an improper weight;
- the pro forma operational information of the Combined Company after the Arrangement may prove to be inaccurate;
- potential undisclosed liabilities in respect of the Purchaser;
- the Arrangement Agreement could be terminated by either MEG or the Purchaser under certain circumstances and, as a result, the Arrangement may not be completed and MEG may be required to pay a termination or expense reimbursement amount to the Purchaser in certain circumstances;
- risks relating to any unforeseen liabilities of Purchaser and/or MEG;
- the tax treatment of the proposed Arrangement in the United States and Canada;
- the interpretation of Applicable Laws by any Governmental Authority or third party;
- volatility or declines in crude oil or natural gas prices;
- the level of success in exploration, development and production activities and the ability of the integrated resources/assets failing to meet expectations;
- adverse weather conditions that may negatively impact development or production activities;
- the timing and costs of exploration and development expenditures of MEG and the Purchaser;
- inaccuracies of resources and reserves estimates or assumptions underlying them;
- revisions to resources and reserves estimates as a result of changes in commodity prices;
- the ability of MEG and the Purchaser to generate cash flows that, along with cash on hand, will be sufficient to support operations, shareholder returns and cash requirements;
- the ability of MEG and the Purchaser to attract capital or obtain debt financing arrangements on acceptable terms, or at all;
- currency exchange rates and regulations;
- interest rate fluctuations;
- the Debt Financing may not be completed on a timely basis, or at all;
- changes to the credit ratings of MEG and the Purchaser, and the Purchaser's ability to maintain favourable credit ratings following the completion of the Arrangement;
- MEG and the Purchaser will incur significant costs associated with the Arrangement, whether or not the Arrangement is completed, which may have a negative impact on their respective financial positions;
- the focus of management's time and attention on the Arrangement may detract from other aspects of the respective businesses of MEG and the Purchaser;
- hedging decisions of MEG or the Purchaser, including whether or not to enter into derivative financial instruments;
- failure of assets to yield crude oil or natural gas in commercially viable quantities;
- the inability to maintain low steam-to-oil ratio;
- the quality of the integrated resources/assets failing to meet expectations; delay or inability to achieve integrated development and unlock access to resources;
- failing to achieve anticipated synergy values on anticipated timelines;
- uninsured or underinsured losses resulting from oil and gas operations;
- inability of MEG and the Purchaser to access crude oil and natural gas markets due to market conditions or operational impediments;
- the impact and costs of compliance with Laws and regulations governing oil and gas operations on MEG and the Purchaser;
- material changes to Laws adversely affecting MEG's or the Purchaser's operations or the Arrangement;
- the ability of MEG and the Purchaser to replace crude oil and natural gas reserves;

- any loss of senior management or technical personnel of MEG or the Purchaser;
- general economic, market and business conditions;
- volatility of, or changes to, commodity prices or markets;
- competition in the oil and gas industry and from alternative energy sources; and
- the risks set forth under "*Risk Factors*" in this Circular, including Appendix H hereto.

Additionally, statements relating to "reserves" are deemed to be forward-looking statements, as they involve the implied assessment, based on certain estimates and assumptions, that the reserves described exist in the quantities predicted or estimated and can be profitably produced in the future. Forward-looking statements regarding the percentage of shares of the Combined Company that are expected to be owned by existing holders of Purchaser Shares and former MEG Shareholders immediately after the completion of the Arrangement have been calculated based on the outstanding Purchaser Shares and the outstanding MEG Shares, each as of the Agreement Date.

MEG Shareholders are cautioned that statements with respect to future dividends are non-binding. The declaration and payment of future dividends will be at the discretion of the Purchaser Board and will be determined based on Purchaser's financial results, balance sheet strength, cash and liquidity requirements, future prospects, crude oil and natural gas prices, and other factors deemed relevant by the Purchaser Board. The Purchaser Board reserves all powers related to the declaration and payment of dividends.

The guidance in respect of Cenovus's expectations of future periods in this Circular may be considered to be a financial outlook ("**FOFI**") for the purposes of Applicable Canadian Securities Laws. Such information is based on assumptions about future events, including economic conditions and proposed courses of action, based on management's assessment of the relevant information currently available, and which may become available in the future. These projections constitute forward-looking statements and are based on several material factors and assumptions set out above. Actual results may differ significantly from such projections. See above and the risks described in the documents pertaining to Cenovus which are specifically incorporated by reference in, and form an integral part of, this Circular, including as described under "*Forward-Looking Information*" and "*Risk Management and Risk Factors*" in the Purchaser Interim MD&A and the Purchaser Annual MD&A, under "*Forward-Looking Information*" and "*Risk Factors*" in the Purchaser AIF, all of which are available under Cenovus's SEDAR+ issuer profile at www.sedarplus.ca, and under "*Risk Factors*" in the MEG AIF and the MEG Annual MD&A, which are available under MEG's SEDAR+ issuer profile at www.sedarplus.ca, in addition to the risks and uncertainties discussed under "*Forward-Looking Statements*" of this Circular. The FOFI contained in this Circular has been approved by management of Purchaser as of the date of this Circular. Readers are cautioned that any such FOFI contained herein should not be used for purposes other than those for which it is disclosed herein. Purchaser and its management believe that the FOFI contained in this Circular has been prepared based on assumptions that are reasonable in the circumstances, reflecting management's best estimates and judgments, and represents, to the best of management's knowledge and opinion, expected and targeted financial results. However, because this information is highly subjective, it should not be relied on as necessarily indicative of future results. Except as required by Applicable Laws, neither the Corporation nor Purchaser undertakes any obligation to update such FOFI. The FOFI contained in this Circular was made as of the date of this Circular and was provided for the purpose of providing further information about Purchaser's potential future business operations. Readers are cautioned that the FOFI contained in this Circular is not conclusive and is subject to change.

With regard to the forward-looking statements in Purchaser's documents incorporated by reference herein, please refer to the forward-looking statements advisories in such documents in respect of the forward-looking statements contained therein, the assumptions upon which they are based and the risk factors in respect of such forward-looking statements.

Readers are cautioned that the foregoing lists of factors are not exhaustive. Events or circumstances could cause the actual results to differ materially from those estimated or projected and expressed in, or implied by, the forward-looking statements. The forward-looking statements contained in this Circular are expressly qualified by this cautionary statement. Except as required by Law, the Corporation does not undertake any obligation to publicly update or revise any forward-looking statements.

Readers should also carefully consider the matters discussed under the headings "*Risk Factors*", "*Certain Canadian Federal Income Tax Considerations*", "*Certain U.S. Federal Income Tax Considerations*" of this Circular as well as

other risks described in the documents pertaining to Cenovus which are specifically incorporated by reference in, and form an integral part of, this Circular, including as described under "*Forward-Looking Information*" and "*Risk Management and Risk Factors*" in the Purchaser Interim MD&A and the Purchaser Annual MD&A, under "*Forward-Looking Information*" and "*Risk Factors*" in the Purchaser AIF**,** all of which are available under Cenovus's SEDAR+ issuer profile at www.sedarplus.ca, and under "*Risk Factors*" in the MEG AIF and the MEG Annual MD&A, which are available under MEG's SEDAR+ issuer profile at www.sedarplus.ca, in addition to the risks and uncertainties discussed under "*Forward-Looking Statements*" of this Circular. Additional information on these and other factors that could affect the operations or financial results of MEG or Purchaser are included in documents on file with applicable securities regulatory authorities and may be accessed on MEG's and Purchaser's respective issuer profiles through the SEDAR+ website at www.sedarplus.ca and that upon request, MEG Shareholders will be provided with a copy free of charge. Such documents, unless expressly incorporated by reference herein, do not form part of this Circular.

## ADVISORY REGARDING OIL AND GAS INFORMATION

### Barrel of Oil Equivalency

"Boe" means barrel of oil equivalent. In this Circular, all Boe conversions are derived by converting natural gas to crude oil at the ratio of six thousand cubic feet ("**mcf**") of natural gas to one barrel ("**bbl**") of crude oil. Boe 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 value equivalency at the wellhead. Given that the value ratio based on the current price natural gas compared with crude oil is significantly different from the energy equivalency conversion ratio of 6 mcf:1 bbl, utilizing a conversion ratio of 6 mcf:1 bbl may be misleading as an indication of value.

Purchaser reports production and reserves quantities in accordance with Canadian practices and specifically in accordance with NI 51-101.

### Reserves Classification

Reserves are estimated remaining quantities of crude oil, natural gas and related substances anticipated to be recoverable from known accumulations, as of a given date, based on analysis of drilling, geological, geophysical and engineering data, the use of established technology and specified economic conditions, which are generally accepted as being reasonable. Reserves can be classified into proved, probable and possible, according to the degree of certainty associated with the estimates. Most relevant are the categories of proved and probable, where: (i) proved reserves are those reserves that can be estimated with a high degree of certainty to be recoverable; and (ii) probable reserves are those additional reserves that are less certain to be recovered than proved reserves. It is likely that the actual remaining quantities recovered will exceed the estimated proved reserves and be greater or less than the sum of the estimated proved plus probable reserves.

The information concerning MEG's reserves in this Circular was derived from a report of GLJ dated effective as of December 31, 2024 assessing and evaluating the proved and probable reserves and certain contingent resources of MEG's Christina Lake property, which has been prepared in accordance with NI 51-101 and in accordance with the procedures and standards contained in the COGE Handbook.

## INFORMATION FOR BENEFICIAL SHAREHOLDERS

The information set forth in this section is of significant importance to many MEG Shareholders, as a substantial number of the MEG Shareholders do not hold MEG Shares in their own name but instead hold their MEG Shares through intermediaries/brokers. Beneficial Shareholders should note that only proxies deposited by MEG Shareholders whose names appear on the applicable registrar and transfer agent as the registered MEG Shareholders can be recognized and acted upon at the MEG Meeting. If MEG Shares are listed in an account statement provided to a MEG Shareholder by an intermediary/broker, then, in almost all cases, those MEG Shares will not be registered in the MEG Shareholder's name on the records of MEG. Such MEG Shares will more likely be registered under the name of the MEG Shareholder's intermediary/broker. In Canada, the vast majority of such MEG Shares are registered under the name of CDS & Co. (the registration name for CDS which acts as nominee for many Canadian brokerage firms).

MEG Shares held by intermediaries/brokers will be voted (for or against the MEG Transaction Resolution) only upon the instructions of the Beneficial Shareholder. Without specific instructions, intermediaries/brokers are prohibited from voting MEG Shares for their clients. Beneficial Shareholders should therefore ensure that instructions regarding the voting of their MEG Shares are properly communicated to the appropriate Person or that the MEG Shares are duly registered in their name well in advance of the MEG Meeting.

The directors and officers of MEG do not know for whose benefit the MEG Shares registered in the name of CDS & Co. are held.

Applicable regulatory policies require intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of the MEG Meeting. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their MEG Shares are voted at the MEG Meeting. Often, the form of proxy or voting instruction form supplied to a Beneficial Shareholder by its intermediary/broker is identical to the form of proxy provided to registered MEG Shareholders. However, its purpose is limited to instructing the registered MEG Shareholder on how to vote on behalf of the Beneficial Shareholder. The majority of intermediaries/brokers now delegate responsibility for obtaining instructions from clients to Broadridge. Broadridge typically mails a scannable voting instruction form in lieu of the form of proxy. The Beneficial Shareholder is requested to complete and return the voting instruction form by mail or facsimile. Alternatively, the Beneficial Shareholder can call a toll free telephone number or access the internet to vote the MEG Shares held by the Beneficial Shareholder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of MEG Shares to be represented at the MEG Meeting. **A Beneficial Shareholder receiving a form of proxy or voting instruction form from their intermediary/broker (or an agent or nominee of such intermediary/broker) cannot use that form to vote MEG Shares directly at the MEG Meeting. Voting instructions must be communicated to the intermediary/broker (in accordance with the instructions provided by it or on its behalf) well in advance of the MEG Meeting in order to have the MEG Shares to which such instructions relate voted at the MEG Meeting.**

If you are a Beneficial Shareholder and wish to vote at the MEG Meeting, please contact your intermediary/broker well in advance of the MEG Meeting to determine how you can do so.

Although a Beneficial Shareholder may not be recognized directly at the MEG Meeting for the purposes of voting MEG Shares registered in the name of the MEG Shareholder's intermediary/broker, a Beneficial Shareholder may attend at the MEG Meeting as a proxyholder and vote their MEG Shares in that capacity. If a Beneficial Shareholder wishes to attend the MEG Meeting and vote their MEG Shares, it must do so as proxyholder for the registered holder of their MEG Shares. To do this, a Beneficial Shareholder should enter their own name in the blank space on the applicable form of proxy or voting instruction form provided to them and return the document to their intermediary/broker in accordance with the instructions provided by such intermediary/broker well in advance of the MEG Meeting.

The Corporation is not using "notice-and-access" to send its proxy-related materials to MEG Shareholders, and paper copies of such materials will be sent to all MEG Shareholders. The Corporation will not send proxy-related materials directly to non-objecting Beneficial Shareholders and such materials will be delivered to non-objecting Beneficial Shareholders through Broadridge or the non-objecting Beneficial Shareholder's intermediary. The Corporation intends to pay for the costs of an intermediary/broker to deliver proxy-related materials to objecting Beneficial Shareholders.

These proxy-related materials are being sent to both registered MEG Shareholders and Beneficial Shareholders. If you are a Beneficial Shareholder and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of MEG Shares, have been obtained in accordance with applicable securities regulatory requirements from the intermediary/broker holding on your behalf.

**Notice to Beneficial Shareholders in the United States**

If you are a Beneficial Shareholder located in the United States and wish to vote at the MEG Meeting or, if permitted, appoint a third party as your proxyholder, then you must first obtain a valid legal proxy from your intermediary and then register in advance to attend the MEG Meeting by submitting a copy of your legal proxy to Computershare. Requests for registration from Beneficial Shareholders located in the United States should be sent either by courier to:

Computershare, Attention Proxy Department, 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6 or by email to: uslegalproxy@computershare.com and, in both cases, must be labeled as "Legal Proxy" and be received no later than 9:00 a.m. (Calgary time) on October 7, 2025. You will receive a confirmation of your registration by email once Computershare receives your registration materials. Please note that you are also required to register your appointment at www.computershare.com/MEG (see "*Online Proxyholder Voting*" below).

**Online Proxyholder Voting**

If a MEG Shareholder appointed themselves or someone else to vote at the MEG Meeting, other than the management proxyholders identified in the form of proxy or voting instruction form for the MEG Meeting, then such MEG Shareholder who is attending the MEG Meeting online MUST ALSO visit www.computershare.com/MEG no later than 9:00 a.m. (Calgary time) on October 7, 2025, and provide Computershare with the required proxyholder contact information, so that Computershare may provide the proxyholder with a control number via email. Without a control number, a proxyholder will not be able to attend and vote online at the MEG Meeting. MEG Shareholders may contact Sodali & Co, the proxy solicitation agent retained by the Corporation, by toll free phone call in North America to 1-888-999- 2785, or to 1-289-695-3075 for banks, brokers, and callers outside North America or by email at assistance@investor.sodali.com.

MEG may utilize the Broadridge QuickVoteTM system, which involves non-objecting Beneficial Shareholders being contacted by Sodali & Co to obtain voting instructions over the telephone and relaying them to Broadridge (on behalf of the non-objecting Beneficial Shareholder's intermediary). While representatives of Sodali & Co are soliciting proxies on behalf of management, MEG Shareholders are not required to vote in the manner recommended by the MEG Board. The QuickVoteTM system is intended to assist non-objecting Beneficial Shareholder in placing their votes; however, there is no obligation for any Beneficial Shareholders to vote using the QuickVoteTM system, and Beneficial Shareholders may vote (or change or revoke their votes) at any other time and in any other applicable manner described in this Circular. Any voting instructions provided by a Beneficial Shareholder using the QuickVoteTM system will be recorded and such Beneficial Shareholder will receive a letter from Broadridge (on behalf of the Beneficial Shareholder's intermediary) as confirmation that their voting instructions have been accepted.

## SUMMARY

*This Summary is qualified in its entirety by the more detailed information appearing elsewhere in this Circular, including the Appendices hereto. Terms with initial capital letters in this Summary are defined in the Glossary of Terms or set out elsewhere in this Circular.*

### The Arrangement

The Corporation entered into the Arrangement Agreement with Purchaser as of August 21, 2025. A copy of the Arrangement Agreement is attached as Appendix B to this Circular. The Arrangement Agreement provides for the implementation of the Plan of Arrangement (a copy of which is attached as Schedule "A" to the Arrangement Agreement) pursuant to which, among other things, Purchaser will acquire all of the issued and outstanding MEG Shares and the Corporation will become a direct wholly-owned subsidiary of Purchaser.

Pursuant to the Arrangement, each MEG Shareholder (other than Dissenting Shareholders) will transfer their MEG Shares to Purchaser, in the manner set forth in the Plan of Arrangement, and will receive $27.25 in total consideration per MEG Share. Each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share; (ii) 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum. Pursuant to the Arrangement, the maximum aggregate Cash Consideration per MEG Share distributable to MEG Shareholders is $5,198,851,090.31 and the maximum aggregate number of Purchaser Shares transferred to MEG Shareholders is 84,262,724 Purchaser Shares. Notwithstanding the election for cash and/or Purchaser Shares made by a MEG Shareholder, such MEG Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections (including deemed elections) made by all MEG Shareholders.

**Failure to complete a Letter of Transmittal and Election Form prior to the Election Deadline, being 4:30 p.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 4:30 p.m. (Calgary time) on the Business Day that is two Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be) will result in a deemed election by such MEG Shareholder to receive: (i) the Cash Consideration for 75% of the MEG Shares held by such MEG Shareholder; and (ii) the Share Consideration for 25% of the MEG Shares held by such MEG Shareholder, subject to rounding and proration based on the Cash Maximum and the Share Maximum**. See "*The Arrangement – Arrangement Steps*".

As of the Record Date (being September 8, 2025), there were 254,378,035 MEG Shares issued and outstanding (on a non-diluted basis). As of the Record Date, there were 1,785,685,530 Purchaser Shares issued and outstanding (on a non-diluted basis). Assuming that there are no Dissenting Shareholders and the maximum Share Consideration is elected for by MEG Shareholders, it is expected that approximately 84,262,724 Purchaser Shares will be issued to MEG Shareholders pursuant to the Arrangement representing approximately 4.72% of the Purchaser Shares outstanding as of the Record Date (on a non-diluted basis). Immediately after the completion of the Arrangement, it is expected that existing Purchaser Shareholders will own approximately 95.5% and the former MEG Shareholders will own approximately 4.5% of the Combined Company.

Upon completion of the Arrangement, the Purchaser Shares forming part of the Share Consideration will be listed on the TSX and the NYSE.

Purchaser has advised MEG that it has determined that the Arrangement is not a "significant acquisition" for the purposes of Part 8 of NI 51-102.

The Arrangement will be implemented by way of a court-approved plan of arrangement under the ABCA pursuant to the terms of the Plan of Arrangement. See "*The Arrangement – Arrangement Steps*" and "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders*". A copy of the Arrangement Agreement is attached as Appendix B to this Circular.

**The Parties**

***MEG Energy Corp.***

MEG is an energy company focused on *in situ* thermal oil production in the southern Athabasca oil region of Alberta, Canada. MEG is actively developing innovative enhanced oil recovery projects that utilize steam-assisted gravity drainage extraction methods to improve the economic recovery of oil. MEG transports and sells thermal oil (known as Access Western Blend or "AWB") to customers throughout North America and internationally.

The Corporation was incorporated on March 9, 1999, under the ABCA and is a reporting issuer under the Applicable Canadian Securities Laws of each Province and Territory of Canada. The MEG Shares are listed and posted for trading on the TSX under the symbol "MEG".

Pursuant to the Arrangement, all of the MEG Shares will be acquired by Purchaser. Following completion of the Arrangement, it is anticipated that the MEG Shares will be delisted from the TSX.

The Corporation's head office is located at Suite 2100, 600 – 3rd Avenue S.W., Calgary, Alberta, Canada T2P 0G5 and its registered office is located at 4500, 855 – 2nd Street S.W., Calgary, Alberta, Canada T2P 4K7.

For further information regarding MEG and its business activities, including MEG's intercorporate relationships and organizational structure, see the MEG AIF, which is available under MEG's SEDAR+ issuer profile at www.sedarplus.ca. Readers are encouraged to review this information as it contains important information about MEG.

See also Appendix G – "*Information Concerning MEG Energy Corp.*".

***Cenovus Energy Inc.***

Cenovus is a Canadian-based integrated energy company headquartered in Calgary, Alberta and is one of the largest Canadian-based crude oil and natural gas producers, with upstream operations in Canada and the Asia Pacific region, and one of the largest Canadian-based refiners and upgraders, with downstream operations in Canada and the United States.

Cenovus is a reporting issuer under the Applicable Canadian Securities Laws of each Province and Territory of Canada. The Purchaser Shares are listed and posted for trading on the TSX under the symbol "CVE" and on the NYSE under the symbol "CVE".

Cenovus's head and registered office are located at 4100, 225 – 6th Avenue S.W., Calgary, Alberta, Canada T2P 1N2.

See Appendix H – "*Information Concerning Cenovus Energy Inc.*".

**The MEG Meeting**

The MEG Meeting will be held in a hybrid format at 9:00 a.m. (Calgary time) on October 9, 2025, where MEG Shareholders can participate in person at Brookfield Place, 225 – 6th Avenue S.W., Suite 1400, Calgary, Alberta, or through a live audio webcast accessible at https://meetings.lumiconnect.com/400-560-917-636. Registered MEG Shareholders may log-in with the control number provided by Computershare, and duly appointed proxyholders should use the credentials provided by Computershare following registration of their appointment. The password for the live audio webcast of the MEG Meeting is "**meg2025**", case-sensitive. The business of the MEG Meeting will be for MEG Shareholders to consider and vote on the MEG Transaction Resolution. See "*The Arrangement*" and "*Matters to be Considered at the MEG Meeting*".

The Record Date for determining MEG Shareholders entitled to receive notice of, and to vote at, the MEG Meeting is the close of business on September 8, 2025. Only MEG Shareholders of record as at the Record Date are entitled to receive notice of the MEG Meeting. MEG Shareholders of record will be entitled to vote those MEG Shares included

in the list of MEG Shareholders prepared as at the Record Date. If a MEG Shareholder transfers MEG Shares after the Record Date and the transferee of those MEG Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such MEG Shares or having otherwise established that the transferee owns such MEG Shares, demands, at least 10 days before the MEG Meeting, that the transferee's name be included in the list of MEG Shareholders entitled to vote at the MEG Meeting, such transferee shall be entitled to vote such MEG Shares on the MEG Transaction Resolution at the MEG Meeting. See "*General Proxy Matters*".

**Effect of the Arrangement**

***MEG Shares***

If the Arrangement is implemented, each MEG Shareholder (other than Dissenting Shareholders) will transfer their MEG Shares to Purchaser, in the manner set forth in the Plan of Arrangement, and will receive for each full MEG Share, total Consideration of $27.25 per MEG Share. Pursuant to the Arrangement, a MEG Shareholder may elect to receive in respect of all of such MEG Shareholder's MEG Shares, the Cash Consideration or the Share Consideration, or a combination thereof, subject to rounding and proration based on the Cash Maximum and the Share Maximum. See "*The Arrangement – Arrangement Steps*".

***No Fractional Purchaser Shares or Cash Consideration***

No fractional Purchaser Shares will be issued under the Plan of Arrangement. Where the aggregate number of Purchaser Shares to be issued to a former MEG Shareholder in connection with the Arrangement would result in a fraction of a Purchaser Share being issuable, such former MEG Shareholder shall receive, in lieu of such fractional Purchaser Share, the nearest whole number of Purchaser Shares, as applicable and subject to rounding and proration based on the Cash Maximum and the Share Maximum. In the event a former MEG Shareholder would otherwise be entitled to a fractional Purchaser Share under the Plan of Arrangement, the number of Purchaser Shares issuable to such MEG Shareholder will be rounded up to the next whole number of Purchaser Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of Purchaser Shares if the fractional entitlement is less than 0.5. In calculating fractional interests, all MEG Shares registered in the name of or beneficially held by such MEG Shareholder or its nominee(s), shall be aggregated.

If the aggregate cash amount which a former MEG Shareholder is entitled to receive pursuant to the Plan of Arrangement would otherwise include a fraction of $0.01, then the aggregate cash amount to which such former MEG Shareholder shall be entitled to receive shall be rounded to the nearest whole $0.01.

***Termination of Rights***

The Plan of Arrangement provides that subject to Applicable Laws relating to unclaimed personal property, any certificate or DRS Advice formerly representing MEG Shares that is not deposited, together with all other documents required by the Plan of Arrangement, on or before the last Business Day before the third (3rd) anniversary of the Effective Date, and any right or claim by or interest of any kind or nature, including the right of a former MEG Shareholder to receive certificates or a DRS Advice representing Purchaser Shares to which such holder is entitled pursuant to the Arrangement, shall terminate and be deemed to have been surrendered and forfeited to Purchaser for no Consideration, together with all entitlements to dividends, distributions and interest thereon. In such case, such Consideration shall be returned to Purchaser for cancellation.

***MEG Incentives***

Except as described below, all of the MEG Incentives outstanding on completion of the Arrangement will be settled in cash for an amount equal to $20.4375 plus the value of 0.33125 of a Purchaser Share determined by reference to the 5-day volume-weighted average share price of the Purchaser Shares on the TSX for the five (5) trading days ending on the trading date immediately preceding the Effective Date, less applicable Taxes.

On completion of the Arrangement, Cenovus will assume the rights and obligations of MEG under the MEG Incentive Plans and all MEG Incentives and related grants and award agreements including those MEG RSUs and MEG PSUs

held by MEG Employees who are expected to continue their employment with MEG after the Arrangement is completed. Those MEG RSUs and MEG PSUs will continue to vest and be settled in accordance with the MEG RSU Plans and any applicable grant or award agreement.

See "*The Arrangement – MEG Incentives*".

**MEG Notes**

Pursuant to the Arrangement Agreement, if requested by Cenovus, MEG shall send a notice of redemption to each holder of the MEG Notes providing for the redemption of the MEG Notes conditional on the implementation of the Arrangement (subject to other such conditions which may be agreed to by MEG and Cenovus).

**Background to the Arrangement**

The terms of the Arrangement are the result of extensive negotiations between representatives of MEG, including the Special Committee and the MEG Board, and Purchaser, and their respective financial and legal advisors. See "*The Arrangement – Background to the Arrangement*" for a brief description of the background of these negotiations, the Arrangement and related transactions.

**Recommendation of the Special Committee**

The Special Committee, after consultation with management of the Corporation, RBC Capital Markets, BMO Capital Markets and the Special Committee's and the Corporation's respective legal advisors, and after having taken into consideration such matters as it considered relevant, including the RBC Fairness Opinion and the risks and benefits associated with the Arrangement, as described in this Circular, unanimously determined that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders and in the best interests of the Corporation and unanimously resolved to recommend that the MEG Board: (i) determine that the Arrangement and the entry into the Arrangement Agreement are in the best interests of the Corporation; (ii) determine that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders; (iii) approve the Arrangement Agreement and the transactions contemplated thereby; and (iv) recommend that the MEG Shareholders vote in favour of the MEG Transaction Resolution.

In making its recommendation, the Special Committee considered a number of factors. For additional details, see "*The Arrangement – Recommendation of the Special Committee*", "*The Arrangement – Financial Advisors and Fairness Opinions – RBC Fairness Opinion*", "*The Arrangement – Background to the Arrangement*" and "*The Arrangement – Reasons for the Arrangement*".

**Recommendation of the MEG Board**

The MEG Board, after consulting with its financial and legal advisors, and after careful consideration of, among other things, the BMO Fairness Opinion, that the Special Committee had received the RBC Fairness Opinion and the recommendation of the Special Committee, has unanimously determined that the Arrangement is in the best interests of MEG and that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders. Accordingly, the MEG Board unanimously: (i) determined that the Arrangement and the entry into the Arrangement Agreement are in the best interests of MEG; (ii) determined that the Arrangement is fair to MEG Shareholders and other MEG stakeholders; (iii) approved the Arrangement Agreement and the transactions contemplated hereby; and (iv) resolved to recommend that MEG Shareholders vote in favour of the MEG Transaction Resolution.

In making its recommendation, the MEG Board considered a number of factors. For additional details, see "*The Arrangement – Recommendation of the MEG Board of Directors*", "*The Arrangement – Recommendation of the Special Committee*", "*The Arrangement – Financial Advisors and Fairness Opinions*", "*The Arrangement – Background to the Arrangement*" and "*The Arrangement – Reasons for the Arrangement*" in this Circular.

**Reasons for the Arrangement**

MEG believes that the Arrangement and the transactions contemplated thereby will provide a number of anticipated benefits to the MEG Shareholders, including, without limitation, those arising from the following considerations:

- *Preferred Strategic Alternative After Comprehensive Review of All Alternatives to Maximize Shareholder Value:* The Arrangement was determined to be the preferred strategic alternative available to MEG for the benefit of MEG Shareholders following the conclusion of the comprehensive Strategic Review Process, which included a thorough market canvass of a broad range of potential alternatives (including the Original Strathcona Offer) and assessing them against MEG's standalone business plan in order to maximize value for MEG Shareholders. The Strategic Review Process also included advice from financial advisors, BMO Capital Markets and RBC Capital Markets, and legal counsel, BD&P and NRF.

- *Attractive Premium*: The Consideration represents a 33% premium to MEG's unaffected 20-day volume-weighted average share price on May 15, 2025, the last trading day preceding the first public announcement of Strathcona's intention to acquire MEG. The Arrangement is valued at approximately $7.9 billion, including the assumption of MEG's debt.

- *Attractive Relative Valuation:* The transaction multiple implied from the Arrangement is favourable compared to precedent transactions, valuing MEG at approximately $71,000 per bpd based on 2026E production estimate, the highest such multiple among all completed pure-play SAGD sale transactions since 2016.

- *Certainty of Consideration and Liquidity:* The Consideration mix offers a high degree of value certainty, with 75% in the form of cash and 25% in the form of highly liquid Purchaser Shares, which will be freely tradeable immediately upon closing of the Arrangement. Average daily trading value of Purchaser Shares in 2025 YTD exceeded $450 million, providing MEG Shareholders access to robust liquidity for the Purchaser Shares received as Share Consideration.

- *Flexibility in Consideration:* Aligning with individual preferences, MEG Shareholders can elect to receive Cash Consideration, Share Consideration or a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum.

- *Tax Deferred Equity Roll:* MEG Shareholders that receive Purchaser Shares can (subject to rounding and proration based on the Share Maximum and certain other conditions) achieve a deferral for Canadian tax purposes of all or a portion of the capital gains that would otherwise have been realized upon a disposition of MEG Shares, and participate in the growth of Cenovus.

- *Upside Participation*: The Arrangement provides MEG Shareholders the opportunity for continued ownership in a prominent SAGD oilsands company and the ability to participate in future upside through ownership in Cenovus, an industry-leading producer with significant scale and growth potential.

- *Superior to the Original Strathcona Offer:* The Original Strathcona Offer involves consideration consisting primarily of Strathcona Shares, which would expose MEG Shareholders to: (i) overhang risk; (ii) governance risk; (iii) equity in a company with inferior assets; and (iv) lower upside potential in the Strathcona Shares as compared to the Purchaser Shares.

- *Accelerates MEG's Standalone Value*: The Arrangement brings forward substantial value from MEG's standalone business plan, including the expansion project at Christina Lake that is expected to increase production capacity to approximately 135,000 bpd, which will continue to advance. Cenovus plans to spend an incremental ~$400 million of capital 2026-2028 to accelerate value by delivering incremental production above the standalone MEG business plan.

- *Participation in Realization of Synergies:* The Combined Company will benefit from greater efficiencies and corporate, commercial, operational and development synergies under a single entity, which are associated with the exceptional asset fit in the Athabasca region. Cenovus expects to realize approximately $150 million of near-term annual synergies, growing to over $400 million per year in 2028 and beyond. Purchaser Shares to be received by MEG Shareholders pursuant to the Arrangement have the potential to increase in value as a result of synergy realization and integrated development by Cenovus.

In addition to the anticipated benefits for MEG Shareholders, the MEG Board considered other factors, including that if the Arrangement is not completed, Strathcona will hold a significant ownership position in MEG. This ownership interest would provide Strathcona, and any person acting jointly or in concert with it, with ongoing influence over matters requiring shareholder approval, and the potential to impact the strategic direction of MEG. Strathcona and certain of its affiliates have previously acquired significant interests in companies that are oil sands peers of MEG and, following such acquisitions, have, in certain circumstances, leveraged their ownership interest to influence such companies to pursue a sale transaction, culminating in Strathcona or its affiliates acquiring such companies. Sale processes may be adversely affected where the target company has a significant shareholder that is an interested purchaser and whose cooperation is needed to effect the sale to a third party, causing lower market participation and competition in the sales processes and resulting in a depressed purchase price. Strathcona has an outstanding offer to acquire MEG that has been determined by the MEG Board to not be in the best interests of MEG or MEG Shareholders.

For additional information with respect to the anticipated benefits of the Arrangement and other reasons that the MEG Board considered, see "*The Arrangement – Reasons for the Arrangement*" in the Circular.

**BMO Fairness Opinion**

MEG retained BMO Capital Markets pursuant to the BMO Engagement Letter to act as financial advisor in connection with, among other things, the Original Strathcona Offer and the Arrangement. At a meeting of the MEG Board to consider the Arrangement on August 21, 2025, BMO Capital Markets verbally delivered the BMO Fairness Opinion, which was subsequently confirmed in writing, to the effect that, as of the date of the BMO Fairness Opinion and subject to certain assumptions, limitations, qualifications and other matters stated therein, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

The full text of the BMO Fairness Opinion which sets forth, among other things, assumptions made, information reviewed, matters considered and limitations on the scope of the review undertaken in rendering the BMO Fairness Opinion, is attached as Appendix D to this Circular.

The summary of the BMO Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the BMO Fairness Opinion. The BMO Fairness Opinion addresses only the fairness, from a financial point of view, of the Consideration to be received by the MEG Shareholders pursuant to the Arrangement and does not address any other aspect of the Arrangement or any related transaction, including any legal, tax or regulatory aspects of the Arrangement that may be relevant to MEG or the MEG Shareholders. BMO Capital Markets provided the BMO Fairness Opinion to the MEG Board for their exclusive use only in consideration of the Arrangement. The BMO Fairness Opinion may not be relied upon by any other Person or in any other circumstance. The BMO Fairness Opinion does not address the relative merits of the Arrangement as compared to any other strategic alternatives that may be available to MEG, including the Original Strathcona Offer. The BMO Fairness Opinion does not constitute a recommendation to any MEG Shareholder as to how such MEG Shareholder should act or vote on any matters relating to the Arrangement. The BMO Fairness Opinion was one of a number of factors taken into consideration by the MEG Board in making their unanimous determinations that the Arrangement is fair, from a financial point of view, to the MEG Shareholders and is in the best interests of MEG and to recommend that the MEG Shareholders accept the Arrangement.

**MEG Shareholders are urged to read the BMO Fairness Opinion in its entirety, which is attached as Appendix D to this Circular. This summary of the BMO Fairness Opinion is qualified in its entirety by the full text of such opinion.**

See "*The Arrangement – Financial Advisors and Fairness Opinions – BMO Fairness Opinion*".

**RBC Fairness Opinion**

MEG retained RBC Capital Markets pursuant to the RBC Engagement Letter to act as financial advisor to the Special Committee. At a meeting of the Special Committee to consider the Arrangement on August 21, 2025, RBC Capital Markets verbally delivered the RBC Fairness Opinion to the Special Committee, which was subsequently confirmed in writing, to the effect that, as of the date of the RBC Fairness Opinion, and subject to certain assumptions, limitations, qualifications and other matters stated therein, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

The full text of the RBC Fairness Opinion which sets forth, among other things, assumptions made, information reviewed, matters considered and limitations on the scope of the review undertaken in rendering the RBC Fairness Opinion, is attached as Appendix E to this Circular.

The summary of the RBC Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the RBC Fairness Opinion. The RBC Fairness Opinion addresses only the fairness, from a financial point of view, of the Consideration to be received by MEG Shareholders pursuant to the Arrangement. RBC provided the RBC Fairness Opinion to the Special Committee and the MEG Board for their exclusive use only in consideration of the Arrangement. The RBC Fairness Opinion may not be relied upon by any other Person or in any other circumstance. The RBC Fairness Opinion does not constitute a recommendation to any MEG Shareholder as to how such MEG Shareholder should act or vote on any matters relating to the Arrangement.

**MEG Shareholders are urged to read the RBC Fairness Opinion in its entirety, which is attached as Appendix E to this Circular. This summary of the RBC Fairness Opinion is qualified in its entirety by the full text of such opinion.**

See "*The Arrangement – Financial Advisors and Fairness Opinions – RBC Fairness Opinion*".

**MEG Support Agreements**

Concurrently with the execution of the Arrangement Agreement, each director and officer of MEG, who in aggregate held approximately 0.496% of the MEG Shares (on a non-diluted basis) as at August 21, 2025, entered into a MEG Support Agreement with Purchaser pursuant to which they have agreed to, among other things, vote their MEG Shares and MEG Incentives (to the extent such MEG Incentives have voting rights) in favour of the MEG Transaction Resolution and to otherwise support the Arrangement. In addition, the MEG Support Agreements include an agreement not to tender (or agree to tender) any MEG Shares to any take-over bid or similar transaction, including the Original Strathcona Offer or any Amended Strathcona Offer, unless such offer constitutes a Superior Proposal.

See "*The Arrangement – MEG Support Agreements*" and the form of MEG Support Agreement appended hereto as Appendix I.

**Procedure for the Arrangement to Become Effective**

***Procedural Steps***

The Arrangement is proposed to be carried out pursuant to section 193 of the ABCA. The following procedural steps must be taken in order for the Arrangement to become effective:

(a) the MEG Transaction Resolution must, subject to further order of the Court, be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting;

(b) the Final Order shall have been obtained on terms consistent with the Arrangement Agreement and the Arrangement must be approved by the Court pursuant to the Final Order;

(c) the Key Regulatory Approvals shall have been received and shall be in full force and effect;

(d) the TSX shall have conditionally approved the issuance and the listing and posting for trading on the TSX of, and the NYSE shall have approved the listing on the NYSE of, the Purchaser Shares forming a portion of the Consideration to be issued pursuant to the Arrangement subject in each case to official notice of issuance and customary conditions reasonably expected to be satisfied. The TSX has conditionally approved listing of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement. Listing is subject to Cenovus fulfilling all of the listing requirements of the TSX. Purchaser has applied for listing on the NYSE of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement;

(e) all other conditions precedent to the Arrangement, including those set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate Party; and

(f) the Final Order, the Articles of Arrangement and related documents, in the form prescribed by the ABCA, must be filed with the Registrar.

**There is no assurance that the conditions set out in the Arrangement Agreement will be satisfied or waived on a timely basis or at all.**

Upon the conditions precedent set forth in the Arrangement Agreement being satisfied or waived, MEG intends to file a copy of the Final Order and the Articles of Arrangement with the Registrar under the ABCA, together with such other materials as may be required by the Registrar, in order to give effect to the Arrangement.

See "*The Arrangement – Procedure for the Arrangement to Become Effective – Procedural Steps*".

***Shareholder Approval***

**THE MEG BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE MEG TRANSACTION RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE MEG MEETING.**

Pursuant to the Interim Order, the MEG Transaction Resolution (the full text of which is set forth in Appendix A to this Circular) must, subject to further order of the Court, be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting.

If the MEG Transaction Resolution is not approved by the MEG Shareholders, the Arrangement cannot be completed.

**Unless otherwise directed, it is the intention of the Persons named as management proxyholders in the enclosed form of proxy (or voting instruction form, as applicable), if not expressly directed to the contrary in such form of proxy, to vote such proxy "FOR" the MEG Transaction Resolution set forth in Appendix A to this Circular.**

Notwithstanding the foregoing, the MEG Transaction Resolution proposed for consideration by the MEG Shareholders authorizes the MEG Board, without further notice to or approval of MEG Shareholders, to amend the Arrangement Agreement or the Plan of Arrangement (to the extent permitted by the Interim Order, the Arrangement Agreement or the Plan of Arrangement) and, subject to the terms of the Arrangement Agreement, to not proceed with the Arrangement and to revoke the MEG Transaction Resolution at any time prior to the Effective Time. See Appendix A to this Circular for the full text of the MEG Transaction Resolution.

See "*The Arrangement – Procedure for the Arrangement to Become Effective – Shareholder Approval*".

***Court Approvals***

On September 9, 2025, MEG obtained the Interim Order providing for the calling and holding of the MEG Meeting and other procedural matters. The Interim Order is attached as Appendix C to this Circular. The ABCA provides that the Arrangement requires final Court approval. Subject to the terms of the Arrangement Agreement, if the MEG Transaction Resolution is approved at the MEG Meeting, MEG will make an application to the Court for the Final Order at the Calgary Courts Centre, 601 – 5th Street, S.W., Calgary, Alberta, Canada, or via video conference if necessary, on or about October 14, 2025 at 2:00 p.m. (Calgary time) or as soon thereafter as counsel may be heard. The Notice of Application for the Final Order accompanies this Circular. At the application the Court will be requested to consider the fairness of the terms and conditions of the Arrangement. Prior to the hearing on the Final Order, the Court will be informed that the Parties intend to rely on the exemption from the registration requirements under the U.S. Securities Act for the issuance of Purchaser Shares pursuant to the Arrangement, provided by Section 3(a)(10) thereof on the basis of the Final Order.

Any MEG Shareholder or other interested party desiring to support or oppose the application with respect to the Arrangement, may appear at the time of the hearing in person or by counsel for that purpose provided such MEG Shareholder or other interested party files with the Court and serves upon MEG on or before 5:00 p.m. (Calgary time) on October 2, 2025 (or the Business Day that is five (5) Business Days prior to the date of the MEG Meeting if it is not held on October 9, 2025), a notice of intention to appear setting out such MEG Shareholder's or interested party's address for service and indicating whether such MEG Shareholder or interested party intends to support or oppose the application or make submissions, together with a summary of the position such Person intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. Service of such notice on MEG is required to be effected by service upon the solicitors for MEG: Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8th Avenue S.W., Calgary, Alberta, T2P 1G1, Attention: Paul Chiswell, or by email at pchiswell@bdplaw.com. See "*Notice of Application*".

See "*The Arrangement – Procedure for the Arrangement to Become Effective – Court Approvals*".

***Competition Act Approval***

It is a mutual condition to completion of the Arrangement that the Competition Act Approval shall have been received or obtained and shall not have been revoked. On August 25, 2025 MEG and Purchaser jointly requested that the Commissioner issue an ARC under Section 102 of the Competition Act or, alternatively, a No Action Letter and a waiver of the obligation to notify pursuant to Section 113(c) of the Competition Act in respect of the Arrangement. On August 25, 2025 and August 26, 2025, respectively, Purchaser and MEG each filed a Notification, and it is anticipated that the initial 30-day waiting period will end on September 25, 2025.

See "*The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – Competition Act Approval*".

***HSR* Clearance**

It is a mutual condition to completion of the Arrangement that the HSR Clearance shall have been obtained and shall not have been revoked or withdrawn prior to the Arrangement becoming effective.

Under the HSR Act, certain transactions exceeding prescribed thresholds may not be completed until each party has filed a notification and report relating to the transaction with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice and the applicable waiting periods have expired or been terminated.

On August 25, 2025, MEG and Cenovus each filed a premerger notification and report form under the HSR Act. Unless terminated or extended, it is anticipated that the 30-day waiting period under the HSR Act in connection with the Arrangement will expire at 11:59 p.m. (Eastern time) on September 24, 2025.

At any time before or after consummation of the Arrangement, the Federal Trade Commission or the Antitrust Division of the United States Department of Justice, or any state, could take such action under antitrust Laws as it deems

necessary or desirable in the public interest, including seeking to enjoin the completion of the transaction or seeking the divestiture of substantial assets of MEG or Cenovus or their respective subsidiaries. Private parties may also seek to take legal action under antitrust Laws under certain circumstances.

See "*The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – HSR Clearance*".

**The Arrangement Agreement and the Plan of Arrangement**

The following is a summary of certain material provisions of the Arrangement Agreement and the Plan of Arrangement and is qualified in its entirety by the full text of the Arrangement Agreement and the Plan of Arrangement, which are attached as Appendix B to this Circular and Schedule "A" to the Arrangement Agreement, respectively, and by the more detailed summary contained elsewhere in this Circular.

See "*The Arrangement – The Arrangement Agreement*".

***Covenants, Representations and Warranties***

The Arrangement Agreement contains customary covenants, representations and warranties, some of which are qualified by Material Adverse Effect, made by each of MEG and Cenovus, as applicable.

See "*The Arrangement – The Arrangement Agreement – Representations and Warranties and Covenants Relating to the Conduct of Business of the Parties*".

***Additional Covenants Regarding Non-Solicitation***

In addition to certain covenants, representations and warranties made by each of MEG and Purchaser in the Arrangement Agreement, MEG has provided certain non-solicitation covenants, providing that if at any time prior to the approval of the MEG Transaction Resolution, MEG receives an unsolicited Acquisition Proposal not resulting from a breach of the non-solicitation covenants of the Arrangement Agreement, which the MEG Board determines constitutes or could reasonably be expected to constitute or lead to a Superior Proposal, MEG may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, subject to certain requirements and notification to Cenovus, which will have the right to match any Superior Proposals within the Matching Period.

See "*The Arrangement – The Arrangement Agreement – Representations and Warranties and Covenants Relating to the Conduct of Business of the Parties – Additional Covenants Regarding Non-Solicitation*".

***Conditions to Closing of the Arrangement***

The obligations of MEG and Purchaser to complete the Arrangement are subject to the satisfaction or waiver of certain conditions set out in the Arrangement Agreement. These conditions include, among others, approval of the MEG Transaction Resolution by the MEG Shareholders, receipt of the Key Regulatory Approvals and receipt of the Final Order from the Court. Upon all the conditions being satisfied or waived, MEG is required to file the Articles of Arrangement with the Registrar in order to give effect to the Arrangement.

See "*The Arrangement – The Arrangement Agreement – Conditions Precedent to the Arrangement*".

***Termination***

The Arrangement Agreement may be terminated by mutual written consent of MEG and Purchaser and by either Party in certain circumstances as more particularly set forth in the Arrangement Agreement. Subject to certain limitations,

either Party may also terminate the Arrangement Agreement if the Arrangement is not consummated by the Outside Date.

See "*The Arrangement – The Arrangement Agreement – Termination of the Arrangement Agreement*".

***Termination and Expense Reimbursement Fees***

The Arrangement Agreement provides that, upon the occurrence of certain termination events, either of the Parties may be required to pay the Other Party a termination amount of $242 million and/or an expense reimbursement fee of $25 million.

See "*The Arrangement – The Arrangement Agreement – Termination Amounts*".

**Dissent Rights**

Under the Interim Order, a registered MEG Shareholder who fully complies with the dissent procedures in Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement, is entitled, if the Arrangement becomes effective, in addition to any other rights the holder may have, to dissent and to be paid by MEG the fair value of the MEG Shares held by the holder in respect of which the holder dissents, determined as of the close of business, in respect of the MEG Shares, on the last Business Day before the day on which the MEG Transaction Resolution is approved by MEG Shareholders. **A registered MEG Shareholder may dissent only with respect to all of the MEG Shares held by such holder or on behalf of any one beneficial owner and registered in the Dissenting Shareholder's name. Beneficial Shareholders who wish to dissent should be aware that only the registered owner of such MEG Shares is entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the MEG Shares beneficially owned by such Beneficial Shareholder to be registered in the name of such Beneficial Shareholder prior to the time written objection to the MEG Transaction Resolution is required to be received by the Corporation or, alternatively, make arrangements for the registered holder of such MEG Shares to dissent on behalf of the Beneficial Shareholder.**

**A registered MEG Shareholder wishing to exercise Dissent Rights with respect to the Arrangement must send a written objection to the MEG Transaction Resolution, which written objection must be received by MEG, c/o Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1, Attention: Paul Chiswell, by email at pchiswell@bdplaw.com, by 5:00 p.m. (Calgary time) on October 2, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 5:00 p.m.(Calgary time) on the Business Day that is five (5) Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be), and must strictly comply with the dissent procedures set forth in Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement.**

**A vote against the MEG Transaction Resolution, whether in person or by proxy, shall not constitute a written objection to the MEG Transaction Resolution. A MEG Shareholder may only exercise its Dissent Rights in respect of all, and not less than all, of its MEG Shares.**

Dissenting Shareholders who ultimately are not entitled, for any reason, to be paid fair value for their MEG Shares shall be deemed to have participated in the Arrangement, commencing at the Effective Time, on the same basis as a non-dissenting holder of MEG Shares notwithstanding the provisions of section 191 of the ABCA, and such holder shall receive Combined Consideration in exchange for such holder's MEG Shares comprised of: (i) Cash Consideration with respect to 75% of such holder's MEG Shares, rounded down to the nearest whole MEG Share; and (ii) Share Consideration with respect to the remaining 25% of such holder's MEG Shares, rounded up to the nearest whole MEG Share. Unless otherwise waived by Purchaser, it is a condition to the obligations of Purchaser to complete the Arrangement that holders of not greater than 5% of the outstanding MEG Shares shall have validly exercised Dissent Rights in respect of the Arrangement that have not been withdrawn as of the Effective Date, provided that for greater certainty the foregoing percentage shall be exclusive of any MEG Shares held by Strathcona or its affiliates or any group of Persons acting jointly or in concert with Strathcona, for which Dissent Rights have been validly exercised in respect of the Arrangement and not withdrawn as of the Effective Date.

**It is strongly encouraged that any registered MEG Shareholder wishing to exercise such MEG Shareholder's Dissent Rights seek independent legal advice, as the failure to strictly comply with the provisions of the ABCA, as modified by the Interim Order and the Plan of Arrangement, may prejudice such MEG Shareholders' right to dissent.**

See "*Dissent Rights*".

**Exchange Listings**

Following completion of the Arrangement, it is anticipated that the MEG Shares will be delisted from the TSX.

The TSX has conditionally approved listing of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement. Listing is subject to Cenovus fulfilling all of the listing requirements of the TSX. Purchaser has applied for listing on the NYSE of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement.

The closing price of the MEG Shares on the TSX on May 15, 2025, being the date on which Strathcona announced its intention to commence the Original Strathcona Offer, was $21.30. The closing price of the MEG Shares on the TSX on August 21, 2025, the last completed trading day prior to the public announcement of the Arrangement, was $27.56 and on September 8, 2025, the last completed trading day on the TSX before the date of this Circular, the closing price per MEG Share was $29.02.

The closing price of the Purchaser Shares on the TSX and the NYSE on August 21, 2025, the last completed trading day prior to the public announcement of the Arrangement, was $21.17 and US$15.21, respectively, and on September 8, 2025, the last completed trading day on the TSX and the NYSE before the date of this Circular, the closing price per Purchaser Share was $22.12 and US$16.01, respectively.

**U.S. Securities Law Matters**

The Purchaser Shares to be issued to MEG Shareholders in exchange for their MEG Shares pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the Applicable U.S. Securities Laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof, and exemptions provided under the Applicable U.S. Securities Laws of each state of the United States in which MEG Shareholders reside. See "*The Arrangement – Securities Law Matters – United States*".

**Summary of Canadian Federal Income Tax Considerations**

This Circular contains a summary of certain Canadian federal income tax considerations generally applicable to certain MEG Shareholders who, under the Arrangement, dispose of MEG Shares. See the discussion under "*Certain Canadian Federal Income Tax Considerations*".

Such summary is not intended to be legal or tax advice. MEG Shareholders should consult their own tax advisors for advice with respect to the Canadian income tax consequences to them in respect of the Arrangement and of holding and disposing of Purchaser Shares with respect to their particular circumstances.

**U.S. Federal Income Tax Considerations**

MEG Shareholders should carefully read the information in this Circular under "*Certain U.S. Federal Income Tax Considerations*" which qualifies the information set out below and should consult their own tax advisors.

See "*Certain U.S. Federal Income Tax Considerations*" for a general summary of certain U.S. federal income tax considerations relevant to MEG Shareholders that are U.S. Holders (as defined therein). Such summary is not intended to be legal or tax advice. MEG Shareholders should consult their own tax advisors as to the tax consequences of the Arrangement to them and of holding and disposing of Purchaser Shares with respect to their particular circumstances.

**Other Tax Considerations**

This Circular only discusses certain Canadian and U.S. federal income tax considerations applicable to certain MEG Shareholders. Tax consequences to MEG Shareholders who are resident in jurisdictions other than Canada or the United States are not discussed and such MEG Shareholders should consult their tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions and with respect to the tax implications in such jurisdictions of owning and disposing of Purchaser Shares, if applicable. All MEG Shareholders should consult their tax advisors regarding the federal, provincial, state, local territorial and foreign tax consequences of the Arrangement and of owning and disposing of Purchaser Shares, if applicable.

**Timing**

After obtaining the approval of the MEG Shareholders, upon the other conditions in the Arrangement Agreement being satisfied or, where applicable, waived, including upon the Final Order being granted, MEG will file the Articles of Arrangement with the Registrar. Pursuant to section 193(12) of the ABCA and the Plan of Arrangement, the Arrangement becomes effective on the date the Articles of Arrangement are filed.

If the MEG Meeting is held as scheduled and is not adjourned or postponed and the necessary conditions for completion of the Arrangement are satisfied or, where applicable, waived, MEG will apply for the Final Order approving the Arrangement. If the Final Order is obtained on October 14, 2025, in form and substance satisfactory to MEG and Purchaser, the Effective Date will occur once all other conditions set forth in the Arrangement Agreement are satisfied or, where applicable, waived. MEG and Purchaser expect the Effective Date will occur on or about October 15, 2025. It is not possible, however, to state with certainty when the Effective Date will occur. The Effective Date could be earlier than anticipated or could be delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order.

See "*Timing*".

**Attributes of Purchaser Following the Arrangement**

MEG and Purchaser anticipate that the Arrangement will provide certain benefits to Purchaser. For further details see "*Pro Forma Information Regarding Purchaser*".

**Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders**

Registered MEG Shareholders must complete and return the enclosed Letter of Transmittal and Election Form which, when properly completed and returned together with the certificate(s) and/or DRS Advice(s) representing their MEG Shares and all other required documents, will enable each MEG Shareholder (other than Dissenting Shareholders) to obtain the Consideration that the MEG Shareholder is entitled to receive under the Arrangement.

The Letter of Transmittal and Election Form contains complete instructions on how to exchange the certificate(s) and/or DRS Advice(s) representing your MEG Shares for the Consideration under the Arrangement. For MEG Shareholders that have deposited a Letter of Transmittal and Election Form together with the certificate(s) and/or DRS Advice(s) prior to the Effective Date, you will not receive your Consideration under the Arrangement until at least three Business Days after the date the Arrangement becomes effective. For MEG Shareholders that deposit a Letter of Transmittal and Election Form together with the certificate(s) and/or DRS Advice(s) on or after the Effective Date, the Consideration will be received as soon as practicable after such deposit.

If a MEG Shareholder deposits its MEG Shares with the Depositary along with its Letter of Transmittal and Election Form prior to the MEG Meeting and if the Arrangement is approved at the MEG Meeting (including any adjournment thereof) the deposit of the MEG Shares is irrevocable unless the Arrangement is not subsequently completed.

Only registered MEG Shareholders are required to submit a Letter of Transmittal and Election Form. **If you are a Beneficial Shareholder holding your MEG Shares through an intermediary/broker, you should contact that**

**intermediary/broker for instructions and assistance in electing and receiving the Consideration for your MEG Shares and carefully follow any instructions provided to you by such intermediary/broker.**

From and after the Effective Time, all certificate(s) and/or DRS Advice(s) that represented MEG Shares immediately prior to the Effective Time will cease to represent any rights with respect to MEG Shares and will only represent the right to receive upon proper surrender thereof with the Depositary in accordance with the Plan of Arrangement the Aggregate Consideration to which such former holder of MEG Shares is entitled under the Arrangement (less any Withholding Taxes) or, in the case of Dissenting Shareholders, the right to receive fair value for their MEG Shares represented by such certificate(s) and/or DRS Advice(s).

**Failure to complete a Letter of Transmittal and Election Form prior to the Election Deadline, being 4:30 p.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 4:30 p.m. (Calgary time) on the Business Day that is two Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be) will result in a deemed election by such MEG Shareholder to receive: (i) the Cash Consideration for 75% of the MEG Shares held by such MEG Shareholder; and (ii) the Share Consideration for 25% of the MEG Shares held by such MEG Shareholder, subject to rounding and proration based on the Cash Maximum and the Share Maximum.**

As soon as practicable after the Effective Date, the Depositary shall issue certificates or DRS Advices representing the Purchaser Shares to be issued in connection with the Arrangement and a cheque or wire transfer representing the Cash Consideration, as applicable, that a MEG Shareholder has the right to receive under the Arrangement, less any amounts withheld pursuant to Section 5.4 of the Plan of Arrangement, to be forwarded or delivered to those MEG Shareholders who have deposited with the Depositary the certificate(s) and/or DRS Advice(s) for the MEG Shares, a duly completed and signed Letter of Transmittal and Election Form and such documents and instruments as the Depositary may reasonably require. Any such certificates or DRS Advices and/or cheque, as applicable, shall, if elected by the MEG Shareholder in the Letter of Transmittal and Election Form, be held for pick up at the noted offices of the Depositary and, in the absence of such election, be forwarded by first class mail, postage pre-paid, to the Person at the address specified in the relevant Letter of Transmittal and Election Form or, if no address has been specified therein, at the address specified for the particular MEG Shareholder in the register of MEG Shareholders, as applicable.

**Any use of mail to transmit certificate(s) and/or DRS Advice(s) representing MEG Shares, the Letter of Transmittal and Election Form and all other documents as required by the Plan of Arrangement is at each holder's risk. If these documents are mailed, it is recommended that registered mail, with return receipt requested, properly insured, be used.**

The Depositary will receive reasonable and customary compensation from MEG for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities, including liability under Applicable Canadian Securities Laws and expenses in connection therewith.

See "*The Arrangement – Arrangement Steps*" and "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders*".

**Risk Factors**

Before MEG Shareholders make a decision on the MEG Transaction Resolution, MEG Shareholders should carefully consider specific risks set forth herein, as well as other risks described elsewhere in this Circular, including under the heading "*Risk Factors*", in the documents pertaining to Cenovus which are specifically incorporated by reference in, and form an integral part of, this Circular, including as described under "*Forward-Looking Information*" and "*Risk Management and Risk Factors*" in the Purchaser Interim MD&A and the Purchaser Annual MD&A, under "*Forward-Looking Information*" and "*Risk Factors*" in the Purchaser AIF, all of which are available under Cenovus's SEDAR+ issuer profile at www.sedarplus.ca, and under "*Risk Factors*" in the MEG AIF and the MEG Annual MD&A, which are available under MEG's SEDAR+ issuer profile at www.sedarplus.ca, in addition to the risks and uncertainties discussed under "*Forward-Looking Statements*" of this Circular.

Holders of Purchaser Shares following the consummation of the Arrangement will be subject to all risks inherent in the business of Purchaser in addition to certain of the risks relating to MEG. The market value of the Purchaser Shares will reflect the performance of the business relative to, among other things, that of the competitors of Purchaser and general economic, market and industry conditions.

There are a number of risks related specifically to the Arrangement, including:

*Risks associated with the Arrangement not being completed:*

- if the Arrangement is not completed, Strathcona will hold a significant ownership position in MEG;
- if the Arrangement is not completed, MEG's future business and operations could be harmed;
- the trading price of MEG Shares or Purchaser Shares may be materially adversely affected;
- MEG may be required to pay the Purchaser Termination Amount;
- MEG expects to incur costs associated with the Arrangement;
- the pending Arrangement may divert the attention of MEG's management;

*Risks associated with the Arrangement:*

- the Consideration is fixed and will not be adjusted in the event of any change in either MEG's or Purchaser's respective share prices;
- you may not receive all Consideration in the form that you elect;
- MEG Shareholders will experience a reduced ownership percentage and voting power in the Combined Company;
- the Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement may not be listed and posted for trading on the TSX and the NYSE in a timely manner, or at all;
- income tax Laws may result in adverse circumstances for MEG Shareholders;
- future dividends on Purchaser Shares are uncertain;
- the market value of the Purchaser Shares may be materially adversely affected;
- Cenovus may not realize the anticipated benefits of the Arrangement and the integration of MEG and Cenovus may not occur as planned;
- the select combined information in this Circular is presented for illustrative purposes only and may not be an indication of the Combined Company's consolidated capitalization or performance following completion of the Arrangement;
- the combination of business activities may expose shareholders to a different risk profile;
- completion of the Arrangement may trigger change in control or other provisions in certain agreements to which MEG is a party;
- there may be potential undisclosed liabilities associated with the Arrangement;
- Cenovus's ability to borrow under its Term Facility and the Bridge Facility is subject to certain customary conditions;
- potential increased indebtedness of Cenovus;
- potential downgrades in Cenovus's credit ratings;
- the credit ratings of the Combined Company will be subject to ongoing evaluation;
- MEG might be a "passive foreign investment company" or "PFIC", which could result in adverse U.S. federal income tax consequences to U.S. Holders;
- failure to complete the Asset Disposition;

*Risks that the Arrangement may be delayed and may not be completed:*

- Strathcona may amend or improve the Original Strathcona Offer;
- the Arrangement Agreement may be terminated in certain circumstances;
- the Arrangement may not be completed if a number of MEG Shareholders exercise Dissent Rights;
- MEG and Cenovus may not satisfy all regulatory requirements or obtain the necessary approvals for completion of the Arrangement on satisfactory terms or at all;
- timing of the MEG Meeting, the Final Order and the anticipated Effective Date may be changed or delayed;
- MEG and Cenovus may be the targets of legal claims, securities class actions, derivative lawsuits and other claims;

*Risks associated with the terms of the Arrangement Agreement:*

- the Purchaser Termination Amount may discourage other parties from making an Acquisition Proposal;
- the financial position, business and assets of MEG and/or Cenovus may be significantly and adversely affected before the completion of the Arrangement;
- while the Arrangement is pending, MEG and Cenovus are restricted from taking certain actions; and
- forward-looking statements or FOFI may prove inaccurate.

See "*Risk Factors*".

In addition, whether or not the Arrangement is completed, MEG will continue to face many of the risks that it currently faces with respect to its business and affairs. For a description of these risk factors see "*Risk Factors*" in the MEG AIF, which is available on MEG's SEDAR+ issuer profile at www.sedarplus.ca.

## THE ARRANGEMENT

### General

On August 21, 2025, MEG entered into the Arrangement Agreement with Cenovus, pursuant to which, among other things, Cenovus will acquire all of the issued and outstanding MEG Shares, and MEG will become a direct wholly-owned subsidiary of Cenovus. The Arrangement will be implemented by way of a plan of arrangement in accordance with the ABCA and is subject to approval by the Court and the MEG Shareholders.

If the Arrangement is completed, MEG Shareholders (other than Dissenting Shareholders) will transfer their MEG Shares to Cenovus, in the manner set forth in the Arrangement, and will receive total Consideration of $27.25 per MEG Share, consisting of, at the election of such MEG Shareholder: (i) the Cash Consideration, being $27.25 in cash per MEG Share; (ii) the Share Consideration, being 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration, subject to rounding and proration based on the Cash Maximum and the Share Maximum. See "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders – Proration*".

As of the Record Date (being September 8, 2025), there were 254,378,035 MEG Shares issued and outstanding (on a non-diluted basis) and there were 1,785,685,530 Purchaser Shares issued and outstanding (on a non-diluted basis). Assuming that there are no Dissenting Shareholders and that the Share Maximum is issued in connection with the Arrangement, it is expected that approximately 84,262,724 Purchaser Shares will be issued to MEG Shareholders pursuant to the Arrangement representing approximately 4.72% of the Purchaser Shares outstanding prior to completion of the Arrangement. Immediately after the completion of the Arrangement, it is expected that the existing Purchaser Shareholders will own approximately 95.5% and the former MEG Shareholders will own approximately 4.5% of the Combined Company. Cenovus has advised MEG that it has determined that the Arrangement is not a "significant acquisition" for the purposes of Part 8 of NI 51-102. A copy of the Arrangement Agreement is attached as Appendix B to this Circular.

### Arrangement Steps

*The following summarizes the steps that will occur under the Plan of Arrangement on the Effective Date if all conditions to the completion of the Arrangement have been satisfied or waived. The following description of steps is qualified in its entirety by reference to the full text of the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement, which is attached as Appendix B to this Circular.*

Commencing at the Effective Time, each of the steps, events or transactions set out in Section 3.1 of the Plan of Arrangement shall, except for steps, events or transactions deemed to occur concurrently with other steps, events or transactions as set out below, occur and shall be deemed to occur consecutively in two minute intervals in the following order (or in such other manner, order or times as MEG and Cenovus may agree in writing) without any further act or formality, except as otherwise provided in the Plan of Arrangement:

(a) *Cancellation of MEG Shareholder Rights Plan:* The MEG Shareholder Rights Plan shall terminate and cease to have any further force or effect and the MEG SRP Rights shall be cancelled without any payment in respect thereof.

(b) *Dissenting Shareholders*: All MEG Shares held by Dissenting Shareholders shall be and shall be deemed to be, transferred to, and acquired by, MEG (free and clear of any Encumbrances), and:

  (i) such Dissenting Shareholders shall cease to be the holders of the MEG Shares so transferred and to have any rights as MEG Shareholders other than the right to be paid fair value for such MEG Shares as set out in Section 4.1 of the Plan of Arrangement;

  (ii) such Dissenting Shareholders' names shall be removed from the register of holders of MEG Shares maintained by or on behalf of MEG as it relates to the MEG Shares so transferred; and

(iii) all such MEG Shares shall be cancelled.

(c) *Acquisition of the MEG Shares by Purchaser*:

(i) subject to (iv) below, each issued and outstanding MEG Share (other than those transferred to MEG pursuant to (b) above) shall be, and shall be deemed to be, transferred to, and acquired by, Purchaser (free and clear of any Encumbrances) and each MEG Shareholder whose MEG Shares are so transferred to Purchaser shall be entitled to receive (and, for greater certainty, the Purchaser or the Depositary shall be entitled to withhold or deduct any amounts in accordance with Section 5.4 of the Plan of Arrangement):

A. subject to (ii) below, in the case of each Cash Electing Shareholder, an amount of cash, rounded to the nearest whole cent, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares held by such Cash Electing Shareholder and the denominator of which is the Total MEG Shares;

B. subject to (ii) below, in the case of each Share Electing Shareholder, that number of Purchaser Shares, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares held by such Share Electing Shareholder and the denominator of which is the Total MEG Shares and then dividing such amount by the quotient obtained by dividing (x) the Cash Offer Price by (y) the Exchange Ratio; and

C. subject to (ii) below, in the case of each Combination Electing Shareholder: (A) for each MEG Share for which each Combination Electing Shareholder is electing cash, an amount of cash, rounded to the nearest whole cent, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares for which the cash election is being made by such Combination Electing Shareholder and the denominator of which is the Total MEG Shares; and (B) for each remaining MEG Share held by each Combination Electing Shareholder, that number of Purchaser Shares, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares for which the share election is being made by such Combination Electing Shareholder and the denominator of which is the Total MEG Shares and then dividing such amount by the quotient obtained by dividing (x) Cash Offer Price by (y) Exchange Ratio;

(ii) Purchaser shall not be required to pay an aggregate amount of Cash Consideration pursuant to Sections 3.1(c)(i) and 3.1(c)(iii)(A) of the Plan of Arrangement in excess of the Cash Maximum and shall not be required to issue an aggregate number of Purchaser Shares pursuant to Sections 3.1(c)(ii) and 3.1(c)(iii)(B) of the Plan of Arrangement in excess of the Share Maximum in exchange for the MEG Shares transferred to Purchaser pursuant to Section 3.1(c) of the Plan of Arrangement, and:

A. if the Aggregate Cash Elected exceeds the Cash Maximum, the amount of Cash Consideration payable by Purchaser to each Cash Electing Shareholder or Combination Electing Shareholder shall be determined by multiplying (A) the fraction, rounded to the nearest eight decimal places, equal to the Cash Maximum divided by the Aggregate Cash Elected, by (B) the amount of cash that would otherwise be received by such Cash Electing Shareholder or Combination Electing Shareholder pursuant to Sections 3.1(c)(i) or 3.1(c)(iii) of the Plan of Arrangement, and each such Cash Electing Shareholder or Combination Electing Shareholder shall be deemed to be a Combination Electing Shareholder and to have elected to receive

Combined Consideration under Section 3.1(c)(iii) of the Plan of Arrangement in exchange for such holder's MEG Shares comprised of: Cash Consideration for such number of their MEG Shares, rounded down to the nearest whole cent, as is equal to the amount of cash received by such holder, as adjusted in accordance with Section 3.1(d)(i) of the Plan of Arrangement, divided by the Cash Offer Price, and Share Consideration for the balance of such holder's MEG Shares; and

B. if the Aggregate Shares Elected exceeds the Share Maximum, the amount of Share Consideration issuable by Purchaser to each Share Electing Shareholder or Combination Electing Shareholder shall be determined by multiplying (A) the fraction, rounded to the nearest eight decimal places, equal to the Share Maximum divided by the Aggregate Shares Elected, by (B) the number of Purchaser Shares that would otherwise be received pursuant to Sections 3.1(c)(ii) or 3.1(c)(iii) of the Plan of Arrangement, and each such Share Electing Shareholder or Combination Electing Shareholder shall be deemed to be a Combination Electing Shareholder and to have elected to receive Combined Consideration under Section 3.1(c)(iii) of the Plan of Arrangement in exchange for such holder's MEG Shares comprised of: Share Consideration for such number of their MEG Shares, as is equal to the amount of Share Consideration issuable to such holder, as adjusted in accordance with Section 3.1(d)(ii) of the Plan of Arrangement, divided by the Exchange Ratio, and Cash Consideration for the balance of such holder's MEG Shares;

(iii) with respect to the election required to be made by a holder of MEG Shares pursuant to Section 3.1(c) of the Plan of Arrangement:

A. each of such holders of MEG Shares shall be required to make such election by depositing with the Depositary, prior to the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such holder's election, together with certificates representing such holder's MEG Shares; and

B. subject to (ii) above, any MEG Shareholder who does not deposit a duly completed Letter of Transmittal and Election Form with the Depositary prior to the Election Deadline, or otherwise fails to comply with the requirements of Section 3.1(e)(i) of the Plan of Arrangement or the Letter of Transmittal and Election Form to make an election to exchange MEG Shares as contemplated by Section 3.1(c) of the Plan of Arrangement, shall be deemed to have elected to receive Combined Consideration under Section 3.1(c)(iii) of the Plan of Arrangement in exchange for such holder's MEG Shares comprised of: (i) Cash Consideration with respect to 75.0 percent of such holder's MEG Shares, rounded down to the nearest whole MEG Share; and (ii) Share Consideration with respect to the remaining 25.0 percent of such holder's MEG Shares, rounded up to the nearest whole MEG Share;

(iv) notwithstanding (i), (ii) and (iii) above, if a MEG Shareholder:

A. receives a combination of Cash Consideration and Share Consideration; and

B. makes a valid joint election with the Purchaser in accordance with Section 3.6 of the Plan of Arrangement to have the transfer of MEG Shares to the Purchaser under the Plan of Arrangement take place pursuant to the provisions of subsection 85(1) or (2) of the Tax Act (and the analogous provisions of any provincial tax Laws), then such MEG Shareholder shall be deemed to have transferred all of such MEG Shareholder's MEG Shares to the Purchaser as a single transaction for consideration consisting of the combination of Cash Consideration and Share Consideration received under the Plan of Arrangement.

(v) The Parties shall, forthwith following the Effective Time, make the appropriate entries into their securities registers to reflect the matters referred to in Section 3.1 of the Plan of Arrangement.

**Background to the Arrangement**

The terms of the Arrangement are the result of extensive arm's length negotiations between representatives of MEG, including the Special Committee and the MEG Board and Cenovus and their respective financial and legal advisors. The following is a summary of the events leading up to the negotiation of the Arrangement Agreement and the key meetings, negotiations, discussions and actions by and between the Parties that preceded the execution and public announcement of the Arrangement Agreement.

Management of MEG and the MEG Board regularly evaluate MEG's business plan and strategy and, in such context, review and discuss the strategic objectives, alternatives and opportunities available to MEG as part of their respective ongoing responsibility to enhance the value of MEG. In that regard, MEG has from time to time considered and assessed potential strategic transactions, including unsolicited proposals, with various industry participants, including Cenovus, and other opportunities to better realize the potential of MEG's assets, support and grow MEG's overall position in the industry and enhance shareholder value.

In late April of 2025, a letter was sent by Strathcona to MEG, proposing a corporate transaction pursuant to which Strathcona would acquire all of the issued and outstanding MEG Shares for consideration comprised of Strathcona Shares and cash (the "**April 2025 At-Market Proposal**"). The April 2025 At-Market Proposal offered, in exchange for each MEG Share, a combination of 0.62 of a Strathcona Share and $4.10 in cash, which was equivalent to approximately 80% of the consideration being in Strathcona Shares and 20% in cash. At the time of the proposal, it was presented by Strathcona as an "at-market merger" with MEG, offering a purchase price with an implied value of $20.18 per MEG Share, which represented zero premium to the then trading price of MEG Shares, and represented a discount to the volume-weighted average prices of MEG Shares over the previous 20, 30, 60 and 90 day periods. A copy of the letter was distributed to members of the MEG Board on April 30, 2025. The April 2025 At-Market Proposal was the third approach made by WEF and/or Strathcona to MEG since May of 2021. The details of the earlier approaches are set forth in the MEG Directors' Circular which can be found on MEG's SEDAR+ issuer profile at www.sedarplus.ca.

The MEG Board met on May 5, 2025 to consider the April 2025 At-Market Proposal and related matters and to receive advice from its financial and legal advisors. The MEG Board received a detailed presentation from BMO Capital Markets concerning the April 2025 At-Market Proposal. The MEG Board also received advice from BD&P, including with respect to the MEG Board's fiduciary duties. The MEG Board met in-camera without management and then with and then without external advisors. Following receipt of advice from its legal and financial advisors and after considering the April 2025 At-Market Proposal in detail, the MEG Board was unanimously of the view that the proposal was not in the best interests of MEG or the MEG Shareholders. The MEG Board authorized the Chairman, Mr. McFarland, to advise the Executive Chairman of the board of directors of Strathcona, of the MEG Board's response, which was delivered to him by email on May 13, 2025.

On May 15, 2025, Strathcona disseminated a press release announcing its intention to make an offer to acquire all of the issued and outstanding MEG Shares for the same consideration that was offered in the April 2025 At-Market Proposal of 0.62 of a Strathcona Share and $4.10 in cash per MEG Share (the "**Original Strathcona Offer**"). Strathcona also disclosed in its press release that it had acquired approximately 9.2% of the outstanding MEG Shares through open market purchases in the first and second quarters of 2025.

Later in the evening on May 15, 2025, following the announcement by Strathcona of its intention to make a take-over bid for the outstanding MEG Shares, the MEG Board met with members of senior management, together with MEG's external legal counsel, BD&P, and MEG's financial advisor, BMO Capital Markets. The MEG Board approved the issuance of a press release responding to Strathcona's public announcement, which was issued on May 16, 2025.

The MEG Board met again on May 18, 2025 with BD&P and BMO Capital Markets. The MEG Board received advice from BD&P, including in respect of take-over bids and the MEG Board's fiduciary duties in such circumstances. The MEG Board established the Special Committee comprised of Robert Rooney (Chair), James McFarland, Jeffrey McCaig, Robert Hodgins and Diana McQueen, each of whom is an independent director of the MEG Board. The

initial mandate of the Special Committee was to, among other things, assess, consider and review the terms of the Original Strathcona Offer. The Special Committee was also given the power to retain financial, legal and other advisors.

The Special Committee retained RBC Capital Markets as independent financial advisor, and NRF as independent legal advisor, effective May 19, 2025. The Special Committee immediately began to meet regularly with its financial and legal advisors, as well as with representatives from BMO Capital Markets, BD&P and members of senior management of MEG. In aggregate, the Special Committee held 17 formal meetings between its formation on May 19, 2025 and the date of the Arrangement Agreement, August 21, 2025.

On May 30, 2025, Strathcona filed a take-over bid circular (the "**Strathcona Circular**") and related documents, including a copy of the advertisement on MEG's SEDAR+ issuer profile, commencing the Original Strathcona Offer.

Following the filing of the Strathcona Circular, MEG disseminated a press release on May 30, 2025 responding to the Original Strathcona Offer in which it urged MEG Shareholders not to take any action with respect to the Original Strathcona Offer and advised that the MEG Board, together with its financial and legal advisors, would consider and evaluate the Original Strathcona Offer and related Strathcona Circular and provide MEG Shareholders with a recommendation regarding the Original Strathcona Offer on or before June 16, 2025. The press release also disclosed that, to assist the MEG Board in its evaluation of the Original Strathcona Offer, the MEG Board had formed the Special Committee.

The Special Committee met numerous times with RBC Capital Markets and NRF, as well as with BMO Capital Markets, BD&P and members of senior management at a number of those meetings. The Special Committee received presentations from MEG's management and the Financial Advisors, including their respective analyses of the Strathcona Shares and the consideration offered by Strathcona, MEG's standalone business plan and the strength of its long-term strategy and the reactions in the marketplace to the Original Strathcona Offer, in connection with its consideration and evaluation of the Original Strathcona Offer and potential responses to the Original Strathcona Offer. At its meetings, the Special Committee met in-camera without management and then with and then without the Special Committee's external advisors. The members of the Special Committee also had numerous informal discussions and updates with the Financial Advisors, legal advisors and members of senior management.

On June 12, 2025, after a thorough and careful review of the financial and legal advice it had received to that point, including the verbal opinion of RBC Capital Markets regarding the financial inadequacy of the Original Strathcona Offer and a presentation in this regard, and a consideration of the best interests of MEG and the MEG Shareholders, the Special Committee unanimously determined that the consideration to be received by the MEG Shareholders (other than Strathcona and its affiliates) pursuant to the Original Strathcona Offer was inadequate, from a financial point of view, to such MEG Shareholders and the Original Strathcona Offer was not in the best interests of MEG or the MEG Shareholders, and to recommend that the MEG Board: (i) determine that the consideration to be received by the MEG Shareholders (other than Strathcona and its affiliates) pursuant to the Original Strathcona Offer is inadequate, from a financial point of view, to such MEG Shareholders; (ii) determine that the Original Strathcona Offer is not in the best interests of MEG or the MEG Shareholders; and (iii) recommend that the MEG Shareholders reject the Original Strathcona Offer by taking no action and not tender their MEG Shares to the Original Strathcona Offer. On the same day, following the receipt of the advice of its legal and financial advisors, including a verbal opinion from BMO Capital Markets to the effect that, as of the date thereof, and subject to certain assumptions, limitations, qualifications and other matters to be stated in its written opinion to follow, the consideration offered to the MEG Shareholders (other than Strathcona and its affiliates) pursuant to the Original Strathcona Offer, was inadequate, from a financial point of view, to MEG Shareholders, and, after considering the Original Strathcona Offer in detail and based on the recommendation of the Special Committee, the MEG Board unanimously: (i) determined that the consideration to be received by the MEG Shareholders (other than Strathcona and its affiliates) pursuant to the Original Strathcona Offer was inadequate, from a financial point of view, to such MEG Shareholders and that the Original Strathcona Offer was not in the best interests of MEG or the MEG Shareholders; and (ii) resolved to recommend that MEG Shareholders reject the Original Strathcona Offer by taking no action and not tender their MEG Shares to the Original Strathcona Offer. BMO Capital Markets' and RBC Capital Markets' written opinions regarding the financial inadequacy of the Original Strathcona Offer are located at Appendices "A" and "B" respectfully to the MEG Directors' Circular.

On June 16, 2025, the MEG Directors' Circular was mailed and filed on SEDAR+.

In connection with the determination that the Original Strathcona Offer was not in the best interests of MEG or the MEG Shareholders, the MEG Board authorized the Special Committee to initiate a strategic review of alternatives with the potential to surface an offer superior to MEG's standalone business plan (the "**Strategic Review Process**") and the mandate of the Special Committee was expanded to include the Strategic Review Process. The Strategic Review Process was publicly announced in MEG's press release dated June 16, 2025.

In furtherance of the Strategic Review Process, MEG, through its financial advisor, BMO Capital Markets, began an outreach to parties that were considered by the Special Committee based on the advice of the Financial Advisors to be prospective acquirors of MEG, to explore and solicit interest in an alternative value-maximizing transaction for MEG Shareholders. Throughout the period from June 23, 2025 until late July 2025, BMO Capital Markets solicited over fifteen parties, including both oil and gas industry participants and financial sponsors domiciled in Canada, the U.S., and internationally, to assess their interest in MEG. In addition, given the previous public announcement of the Strategic Review Process, other parties had the opportunity to contact MEG or BMO Capital Markets if they had an interest in pursuing a transaction with MEG. Of the parties contacted, three including Cenovus were provided with access, pursuant to non-disclosure and standstill agreements, to an electronic data room containing certain non-public financial and operational information of MEG, received management presentations from MEG and engaged in discussions with MEG and the Financial Advisors with respect to potential value-maximizing transactions.

The Special Committee decided that Strathcona's participation in the process would be welcome under similar terms as other interested parties, most notably requiring that Strathcona execute a non-disclosure and standstill agreement and such discussions were held between the Financial Advisors and Strathcona. However, on June 16, 2025, in a conversation with a representative of BMO Capital Markets following MEG's announcement of the Strategic Review Process, the Executive Chairman of the board of directors of Strathcona reaffirmed the previously made public Strathcona statement - that Strathcona was not willing to enter into a standstill agreement with MEG. As a result of Strathcona's unwillingness to enter into a standstill agreement, Strathcona did not engage in the Strategic Review Process.

During the foregoing period, the Special Committee met regularly and at least weekly to be updated by senior management of MEG, the Financial Advisors and legal counsel regarding, among other things, the status of discussions and negotiations with third parties, the relative merits of various transactions and how any competing offers would be evaluated against MEG's standalone business plan.

On July 28, 2025, the bid deadline set by the Special Committee for the submission of proposals, MEG received three non-binding proposals, including one from Cenovus offering a purchase price of $25.00 per MEG Share in cash and Purchaser Shares (the "**Initial Cenovus Proposal**"). The Special Committee considered the three proposals, the Original Strathcona Offer as well as the potential path forward for maximizing value as a standalone company. After consideration of advice from the Financial Advisors, BD&P and NRF, and a thorough analysis and discussion regarding the foregoing, the Special Committee directed that, among other things, BMO Capital Markets advise Cenovus that the Initial Cenovus Proposal was insufficient. In addition, BMO Capital Markets was tasked by the Special Committee to further engage with certain other parties that had submitted proposals.

On August 6, 2025, Cenovus submitted an amended proposal (the "**Second Cenovus Proposal**"), which increased the per share consideration offered thereunder as compared with the Initial Cenovus Proposal to $27.25 per MEG Share, comprised of 20% Purchaser Shares and 80% cash. The Second Cenovus Proposal was reviewed and discussed at Special Committee meetings held on August 6 and August 7, 2025, at which meetings the Special Committee received presentations from the Financial Advisors and advice from BD&P and NRF. The Special Committee directed BMO Capital Markets to further engage with Cenovus in respect of the Second Cenovus Proposal to reinforce that the process is competitive in an effort to increase the total consideration and the proportion of Share Consideration being offered.

On August 11, 2025, Cenovus indicated that it would not further increase the consideration offered and reaffirmed its offer of $27.25 per MEG Share but amended its proposal (the "**Third Cenovus Proposal**") to increase the proportion of Share Consideration being offered from 20% to 25% and provide MEG Shareholders with an ability to elect, subject to rounding and proration, Cash Consideration or Share Consideration. The culmination of the negotiations between the parties resulted in the final price of $27.25 in total consideration per MEG Share, with 75% payable in the form of Cash Consideration and 25% payable in the form of Share Consideration. At a meeting held on August 12, 2025,

after considering the advice from the Financial Advisors, BD&P and NRF, a comprehensive discussion and thorough review of all value-maximizing alternatives (including the risks and advantages associated with each alternative), including the path forward for maximizing value as a standalone company, other non-binding proposals received and the Original Strathcona Offer, the Special Committee recommended that MEG enter into an agreement with Cenovus providing for an exclusivity period and begin to negotiate the terms of a potential transaction substantially on the terms set out in the Third Cenovus Proposal. An agreement governing the exclusivity period was executed on August 13, 2025 between Cenovus and MEG.

The Special Committee, with the assistance of the Financial Advisors and from BD&P and NRF, continued to oversee the negotiation of the terms of a transaction with Cenovus, as set out in a draft arrangement agreement providing for the acquisition by Cenovus of all of the issued and outstanding MEG Shares by way of a plan of arrangement under the ABCA. During the period of negotiation, MEG and BD&P conducted confirmatory legal due diligence on Cenovus and its business.

The Special Committee met on August 21, 2025, to review and consider the specific transaction terms that had been negotiated with Cenovus, the anticipated benefits to MEG and the MEG Shareholders and other stakeholders of pursuing the Arrangement, the results of the due diligence investigations conducted on Cenovus, the proposed Arrangement Agreement that resulted from the negotiations with Cenovus and the relative merits of the Third Cenovus Proposal as compared to the other non-binding proposals received, the Original Strathcona Offer and MEG's standalone business plan. Also at this meeting, each of BMO Capital Markets and RBC Capital Markets reviewed their respective financial analysis of the Consideration with the Special Committee. BMO Capital Markets confirmed that it would be providing to the MEG Board at the upcoming MEG Board meeting an oral opinion to the effect that, as of August 21, 2025, and based upon and subject to certain assumptions, limitations and qualifications to be stated in its written opinion to follow, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders. RBC Capital Markets provided to the Special Committee a detailed presentation outlining, among other things, its financial analyses and considerations, including with respect to: (i) MEG as a standalone company; (ii) the Consideration; (iii) the Original Strathcona Offer, including the recent trading prices of Strathcona Shares, and the potential pro forma trading characteristics of Strathcona Shares post completion of the Original Strathcona Offer, having regard to, among other things, the asset quality, expected trading liquidity, shareholder base, and market positioning of Strathcona relative to other oil sands peers; and (iv) its approach to preparing the RBC Fairness Opinion. RBC Capital Markets advised the Special Committee that in preparing the RBC Fairness Opinion, RBC Capital Markets had considered, among other things, (i) the Consideration to be paid to the MEG Shareholders compared to the results of a standalone discounted cash flow analysis of MEG, based on projected after-tax unlevered free cash flows, incorporating various sensitivity analyses, such as commodity prices and discount rates, and (ii) a comparison of selected metrics implied by the Consideration to be paid to the MEG Shareholders to the level of such metrics observed in selected precedent transactions. Representatives of RBC Capital Markets then delivered to the Special Committee an oral opinion to the effect that, as of August 21, 2025, and based upon and subject to certain assumptions, limitations and qualifications to be stated in its written opinion to follow, the Consideration to be received by the MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders. RBC subsequently delivered the RBC Fairness Opinion to the Special Committee and the MEG Board, which is contained in Appendix E to this Circular. The Special Committee discussed, among other things, the proposed final terms of the Arrangement Agreement, the alternative courses of action that had been considered, including the Original Strathcona Offer, and the impact of the Arrangement on the various stakeholders of MEG. After discussion, the Special Committee unanimously determined that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders, and the Arrangement is in the best interests of MEG and recommended that the MEG Board: (i) determine that the Arrangement and the entry into the Arrangement Agreement are in the best interests of MEG; (ii) determine that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders; (iii) approve the Arrangement Agreement and the transactions contemplated thereby; and (iv) recommend that the MEG Shareholders vote in favour of the MEG Transaction Resolution at the MEG Meeting (the "**Special Committee Recommendation**").

Shortly following the meeting of the Special Committee on August 21, 2025, the MEG Board held a meeting at which the terms of the Arrangement Agreement, the results of the due diligence investigations conducted on Cenovus, and the merits of the Arrangement to MEG and the MEG Shareholders and other MEG stakeholders, were reviewed and considered. The MEG Board reviewed the negotiation process with management of MEG and its legal advisors and

considered the proposed final terms of the Arrangement Agreement. Representatives of BD&P reviewed the material terms of the proposed Arrangement Agreement with the MEG Board.

Representatives of BMO Capital Markets then provided the MEG Board with an overview of its financial analysis of the Arrangement. BMO Capital Markets provided to the MEG Board a detailed presentation outlining, among other things, its financial analysis and considerations, including: (i) the results of the Strategic Review Process conducted by MEG; (ii) an overview of the current market conditions, including a market perspective on commodity prices; (iii) a financial analysis of the Third Cenovus Proposal, including its key terms and conditions; (iv) a financial analysis and other considerations with respect to MEG's standalone business plan; and (v) a financial analysis of the Original Strathcona Offer. BMO Capital Markets advised the MEG Board that in considering the fairness, from a financial point of view, of the Consideration to be received by MEG Shareholders pursuant to the Arrangement, BMO Capital Markets considered, among other things: (i) a comparison of the Consideration to the discounted cash flow analysis of MEG's projected future cash flows, as provided by MEG's management, including various sensitivity analyses thereof; (ii) public information with respect to selected precedent transactions that BMO Capital Markets considered relevant; and (iii) selected financial multiples of selected comparable companies that BMO Capital Markets considered relevant and whose securities are publicly traded. BMO Capital Markets delivered its verbal fairness opinion to the MEG Board to the effect that, as of August 21, 2025, and based upon and subject to certain assumptions, limitations and qualifications to be stated in its written opinion to follow, the Consideration to be received by the MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders. BMO Capital Markets subsequently delivered the BMO Fairness Opinion to the MEG Board, which is contained in Appendix D to this Circular. The Chair of the Special Committee also presented an overview of the Strategic Review Process and the Special Committee Recommendation. After the MEG Board considered, among other things, the review of strategic alternative courses of action, the terms of the Arrangement Agreement, the Special Committee Recommendation, the verbal fairness opinion from BMO Capital Markets, that the Special Committee had received a verbal fairness opinion from RBC Capital Markets and the impact of the Arrangement on the various stakeholders of MEG, the MEG Board unanimously: (i) determined that the Arrangement and the entering into of the Arrangement Agreement are in the best interests of MEG; (ii) determined that the Arrangement is fair to MEG Shareholders and other MEG stakeholders; (iii) approved the Arrangement Agreement and the transactions contemplated thereby; and (iv) resolved to recommend that MEG Shareholders vote in favour of the MEG Transaction Resolution at the MEG Meeting.

The final terms of the Arrangement Agreement were negotiated throughout the evening of August 21, 2025, and the Arrangement Agreement was executed and delivered by MEG and Cenovus late the same night. Concurrently with the execution of the Arrangement Agreement, the Supporting MEG Shareholders and Cenovus executed and delivered the MEG Support Agreements. Shortly thereafter and prior to markets open on August 22, 2025, each of Cenovus and MEG issued separate press releases announcing the proposed Arrangement.

**Subsequent Events**

On September 8, 2025, Strathcona issued a news release announcing its intention to make the Revised Strathcona Offer, which, as described in such news release, would offer consideration to MEG Shareholders of 0.80 of a Strathcona Share for each MEG Share held. As of the date of this Circular, Strathcona had not yet filed a notice of variation, which is required to formally vary its offer and would include the full particulars and conditions of its revised offer.

On September 8, 2025, MEG issued a press release acknowledging Strathcona's intention to make the Revised Strathcona Offer. The Special Committee and the MEG Board will evaluate and respond to the Revised Strathcona Offer on or before September 15, 2025. The MEG Board has not made any determination with respect to the Revised Strathcona Offer as of the date hereof.

On September 9, 2025, the Court granted the Interim Order, a copy of which is attached as Appendix C to this Circular. On September 10, 2025, the MEG Board approved the contents and mailing of this Circular to the MEG Shareholders.

**Recommendation of the Special Committee**

The Special Committee, after consultation with management of the Corporation, RBC Capital Markets, BMO Capital Markets and the Special Committee's and the Corporation's respective legal advisors, and after having taken into consideration such matters as it considered relevant, including the RBC Fairness Opinion and the risks and benefits associated with the Arrangement, as described in this Circular, unanimously determined that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders and in the best interests of the Corporation and unanimously resolved to recommend to the MEG Board that it: (i) determine that the Arrangement and the entry into the Arrangement Agreement are in the best interests of the Corporation; (ii) determine that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders; (iii) approve the Arrangement Agreement and the transactions contemplated thereby; and (iv) recommend that the MEG Shareholders vote in favour of the MEG Transaction Resolution.

**Recommendation of the MEG Board of Directors**

The MEG Board, after consulting with its financial and legal advisors, and after careful consideration of, among other things, the BMO Fairness Opinion, that the Special Committee had received the RBC Fairness Opinion, and the recommendation of the Special Committee, has unanimously determined that the Arrangement is in the best interests of MEG and that the Arrangement is fair to the MEG Shareholders and other MEG stakeholders. Accordingly, the MEG Board unanimously: (i) determined that the Arrangement and the entry into the Arrangement Agreement are in the best interests of MEG; (ii) determined that the Arrangement is fair to MEG Shareholders and other MEG stakeholders; (iii) approved the Arrangement Agreement and the transactions contemplated thereby; and (iv) resolved to recommend that MEG Shareholders vote in favour of the MEG Transaction Resolution (the "**MEG Board Recommendation**").

**Reasons for the Arrangement**

In unanimously determining that the Arrangement is in the best interests of MEG, and recommending to MEG Shareholders that they approve the Arrangement, the MEG Board considered and relied upon a number of factors, including, among others, the following:

***The Immediate and Compelling Financial Benefits for MEG Shareholders***

- *Attractive Premium*:

  The Consideration represents a 33% premium to MEG's unaffected 20-day volume-weighted average share price on May 15, 2025, the last trading day preceding the first public announcement of Strathcona's intention to acquire MEG. The Arrangement is valued at approximately $7.9 billion, including the assumption of MEG's debt.

- *Attractive Relative Valuation:*

  The transaction multiple implied from the Arrangement is favourable compared to precedent transactions, valuing MEG at approximately $71,000 per bpd based on 2026E production estimate, the highest such multiple among all completed pure-play SAGD sale transactions since 2016.

- *Certainty of Consideration and Liquidity:*

  The Consideration mix offers a high degree of value certainty, with 75% in the form of cash and 25% in the form of highly liquid Purchaser Shares, which will be freely tradeable immediately upon closing of the Arrangement. Average daily trading value of Purchaser Shares in 2025 YTD exceeded $450 million, providing MEG Shareholders access to robust liquidity for the Purchaser Shares received as Share Consideration.

- *Flexibility in Consideration:*

  Aligning with individual preferences, MEG Shareholders can elect to receive Cash Consideration, Share Consideration or a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum.

- *Tax Deferred Equity Roll:*

  MEG Shareholders that receive Purchaser Shares can (subject to rounding and proration based on the Share Maximum and certain other conditions) achieve a deferral for Canadian tax purposes of all or a portion of the capital gains that would otherwise have been realized upon a disposition of MEG Shares, and participate in the growth of Cenovus.

- *Upside Participation*:

  The Arrangement provides MEG Shareholders the opportunity for continued ownership in a prominent SAGD oilsands company and the ability to participate in future upside through ownership in Cenovus, an industry-leading producer with significant scale and growth potential.

- *Superior to the Original Strathcona Offer:*

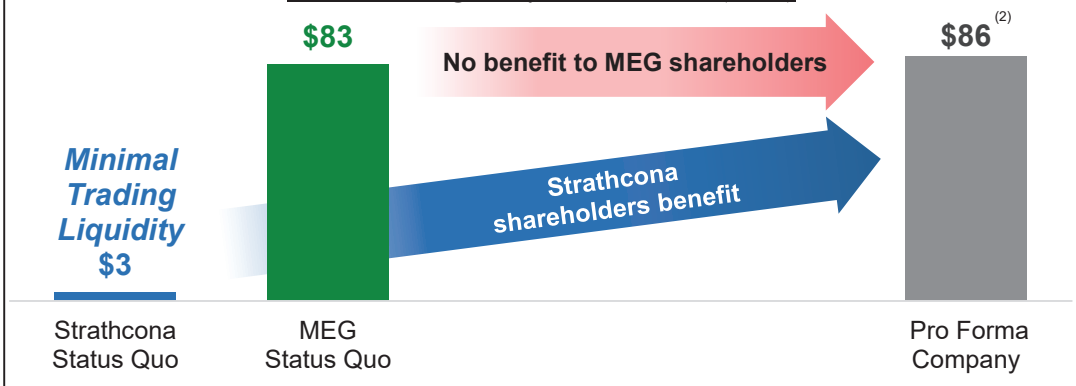
  The Original Strathcona Offer involves consideration consisting primarily of Strathcona Shares, which would expose MEG Shareholders to:

  Overhang risk

  WEF's concentrated and large ownership position introduces significant risk of material and prolonged decline in the Strathcona Share price. WEF's investments into Strathcona have been made from funds raised as early as 2016 and, over time, WEF will need to provide investors in its funds with liquidity so they can realize a return on their investments, whether by directly selling Strathcona Shares into the public market or by distributing Strathcona Shares to WEF's limited partner holders, who could subsequently sell those shares. WEF has been transparent about its intent to return capital to limited partner investors in the near-term; the Managing Partner and Chief Executive Officer of WEF stated "*we're going to have to return all of the capital to our investors roughly over the next three years*" at Strathcona's November 2024 Investor Day. If MEG and Strathcona combine, based on the trading price of Strathcona Shares as at August 19, 2025, the value of WEF and its limited partner investors' ownership in the pro forma company would be approximately $7.2 billion.

  Strathcona does not have sufficient trading liquidity for WEF and its limited partner investors to sell their $7.2 billion interest in the market given that Strathcona's average daily trading value amounted to only $3 million in 2025 (see Chart 1). If Strathcona combines with MEG, the pro forma company will have more liquidity for WEF and its limited partner investors to attempt to sell their $7.2 billion stake. Given the significant return realized on WEF's investment, increased trading liquidity of the pro forma company would finally provide WEF's limited partners with an opportunity to sell, which could result in ungoverned and prolonged selling pressure and a severe negative impact on the Strathcona Share price, ultimately significantly reducing the value of Strathcona Shares to be received by MEG Shareholders.

**Chart 1: Average Daily Value Traded[1] ($ mm)**



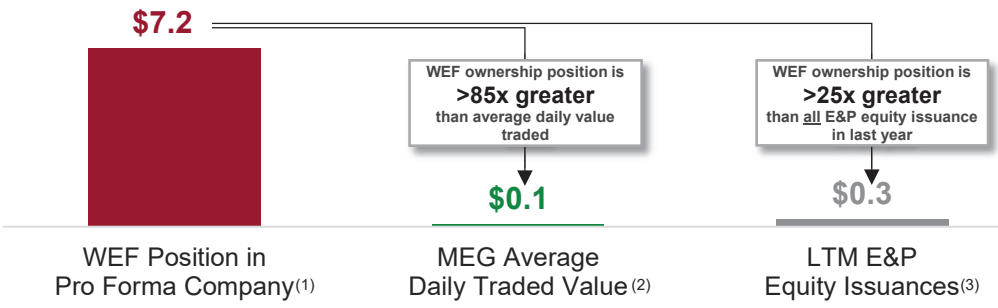

*Source: Public disclosure, FactSet*

*(1) Depicts the average daily traded value from January 1, 2025 to August 19, 2025 across all Canadian exchanges for each of Strathcona and MEG.*

*(2) Estimate based on the sum of average daily traded value from January 1, 2025 to August 19, 2025 across all Canadian exchanges for each of Strathcona and MEG*

The magnitude of the overhang is significant. With an implied value in the combined pro forma company of $7.2 billion, this is over 85 times greater than the average daily traded value of MEG Shares over the period from January 1 to August 19, 2025, and over 25 times greater than the total of all equity issuances completed by all Canadian exploration and production ("**E&P**") companies in the last twelve months ("**LTM**") (see Chart 2).

**Chart 2: WEF Shareholder Overhang Risk in Context ($ bn)**




*(1) Based on WEF's 51% ownership in pro forma company and based on closing share price as at August 19, 2025.*

*(2) MEG's average daily traded volume from January 1, 2025 to August 19, 2025 across all Canadian exchanges ($83 mm); Strathcona's average daily traded value over the same period is de minimis ($3 mm).*

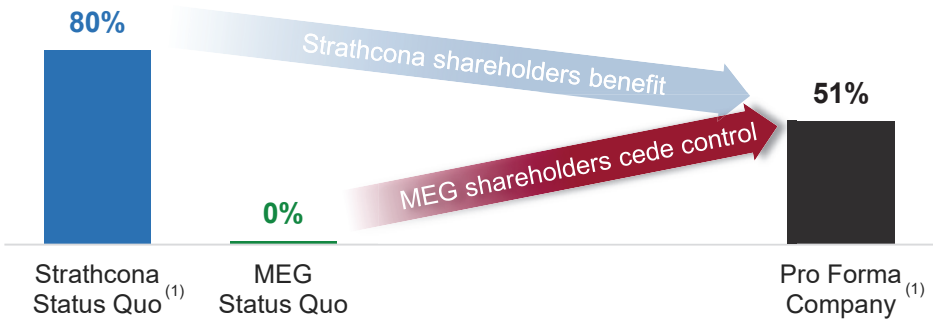
*(3) E&P equity issuances between August 19, 2024 and August 19, 2025 of $286 mm; excludes issuance of convertible debentures.*

Governance risk

The Original Strathcona Offer would see WEF hold a 51% ownership position in the pro forma company, exposing MEG Shareholders to a controlling shareholder (see Chart 3). WEF, as a single controlling shareholder group, with certain obligations owed to its limited partner investors, presents a significant conflict of interest. Strategic decisions taken by WEF on behalf of the pro forma company may not reflect the best interests of minority shareholders, including current MEG Shareholders. Furthermore, the majority of Strathcona's board of directors is non-independent, with six (6) of its nine (9) board members being executive officers or employees of WEF or executive officers of Strathcona. In its annual information form

for the year ended December 31, 2024 and dated March 4, 2025, Strathcona acknowledges that "*the interests of the WEF Shareholders may not in all cases be aligned with interests of Strathcona's other shareholders*."

**Chart 3: Controlling Shareholder's Ownership (%)**



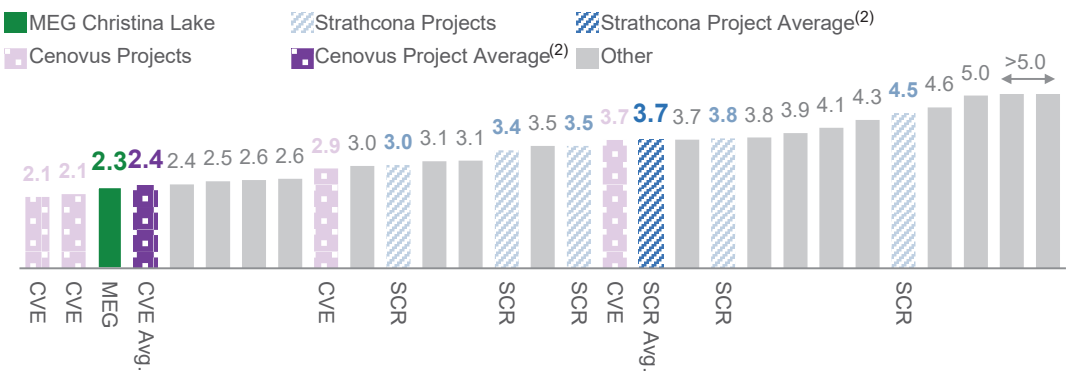

*Source: FactSet, public disclosure, SEDI*

*(1) Depicts WEF's ownership interest in Strathcona currently and in the combined company.*

Inferior assets

The significant portion of share consideration in the Original Strathcona Offer exposes MEG Shareholders to a company with inferior assets. MEG has a top quartile low steam-oil ratio ("**SOR**"), while Strathcona's SORs for its oil sands projects are 60% higher on average than MEG's. MEG's average monthly SOR was 2.3x in H1 2025 versus 3.0x, 3.4x, 3.5x, 3.8x and 4.5x, respectively, at Strathcona's Edam, Tucker, Lindbergh, Orion, and Meota assets, ranking in the second, second, third, third, and fourth quartiles of oil sands projects, respectively (see Chart 4). SOR represents one of the most critical contributors to a SAGD operator's ability to deliver funds flow and ultimately return capital to shareholders.

**Chart 4: Steam-Oil Ratio(1) (H1 2025)**




*Source: AER, Enverus*

*(1) H1 2025 monthly average SOR data for January-June, per AER report ST-53 2025 - Alberta In-Situ Oil Sands Summary and publicly available production and injection data per Enverus.*

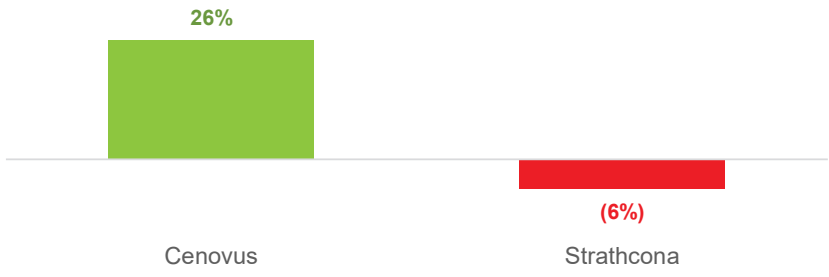
*(2) Denotes production-weighted average.*

Lower upside potential in the Strathcona Shares as compared to Purchaser Shares

Research analysts providing coverage on Cenovus had a price target for Purchaser Shares in excess of their trading price, with the median target price representing a 26% *upside* to the price of Purchaser Shares (see

Chart 5). Conversely, research analysts with coverage on Strathcona had a median target price representing a 6% *downside* to the price of Strathcona Shares (see Chart 5).

**Chart 5: Analyst Target Price Upside / Downside ($/sh)[1]**



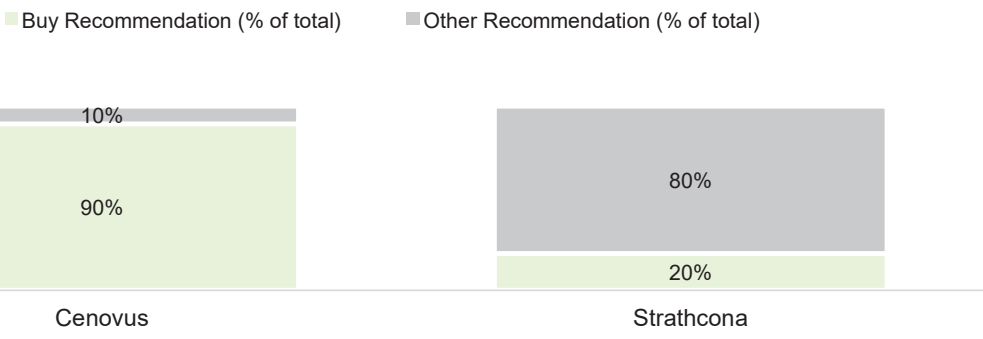

*Source: FactSet, Bloomberg*

*Note: Market data as of August 19, 2025.*

*[1] Upside calculated as the broker target price median relative to the share price as of August 19, 2025. Cenovus Target Price Upside based on as $26.00/sh median target price and $20.61/sh share price. Strathcona Target Price Upside calculated based on $35.00/sh median target price and $37.38/sh share price.*

Further, 19 out of 21 analysts covering Cenovus (90%) had a Buy recommendation on the Purchaser Shares (see Chart 6). In contrast, among the unrestricted research analysts covering Strathcona, only 1 out of 5 analysts (20%) had a Buy recommendation on the Strathcona Shares (see Chart 6).

**Chart 6: Research Analyst Recommendation Split[1]**




*Source: FactSet, Bloomberg*

*Note: Market data as of August 19, 2025.*

*[1] Excludes restricted brokers BMO Capital Markets, RBC Capital Markets, Scotiabank and TD Cowen for Strathcona.*

***If the Arrangement is not completed, Strathcona will hold a significant ownership position in MEG:***

As at the date of this Circular, Strathcona holds approximately 14.2% of the outstanding MEG Shares. If the Original Strathcona Offer is terminated by Strathcona or expires in accordance with its terms, Strathcona may acquire up to 19.9% of the outstanding MEG Shares without triggering the MEG Shareholder Rights Plan. If the Arrangement is not completed, Strathcona will be a significant MEG Shareholder whose ownership interest will provide Strathcona, and any person acting jointly or in concert with it, with ongoing influence over matters requiring shareholder approval and the potential to impact the strategic direction of MEG. The continued presence of such a significant shareholder that is also an industry participant, and itself is controlled by a significant shareholder, could result in uncertainties for other MEG Shareholders, such as the possibility of future transactions initiated or influenced by such parties. These

dynamics: (i) may affect the market price or liquidity of MEG Shares, especially in the event of a sale process that may discourage potential buyers from engaging in such a transaction; and (ii) could introduce conflicts of interest not present if the Arrangement is completed, including potential conflicts in respect of actions by WEF to achieve liquidity.

Strathcona and certain of its affiliates have previously acquired significant interests in companies that are oil sands peers of MEG and, following such acquisitions, have, in certain circumstances, leveraged their ownership interest to influence such companies to pursue a sale transaction, culminating in Strathcona or its affiliates acquiring such companies. Sale processes may be adversely affected where the target company has a significant shareholder that is an interested purchaser and whose cooperation is needed to effect the sale to a third party, causing lower market participation and competition in the sales processes and resulting in a depressed purchase price. Strathcona has an outstanding offer to acquire MEG that has been determined by the MEG Board to not be in the best interests of MEG or MEG Shareholders.

MEG Shareholders should carefully consider the risks associated with the ongoing influence of Strathcona, and through Strathcona, WEF, each of whose interests may diverge from the interests of other MEG shareholders when evaluating the Arrangement.

***The Strategic Rationale for the Arrangement***

- *Accelerates MEG's Standalone Value*:

  The Arrangement brings forward substantial value from MEG's standalone business plan, including the Facility Expansion Project, which will continue to advance. Cenovus plans to spend an incremental ~$400 million of capital 2026-2028 to accelerate value by delivering incremental production above the standalone MEG business plan.

- *Participation in Realization of Synergies:*

  The Combined Company will benefit from greater efficiencies and corporate, commercial, operational and development synergies under a single entity, which are associated with the exceptional asset fit in the Athabasca region. Cenovus expects to realize approximately $150 million of near-term annual synergies, growing to over $400 million per year in 2028 and beyond. Purchaser Shares to be received by MEG Shareholders pursuant to the Arrangement have the potential to increase in value as a result of synergy realization by Cenovus.

***The Arrangement was the Result of a Full and Fair Strategic Review Process and is Supported by all of MEG's Directors***

- *Preferred Strategic Alternative After Comprehensive Review of All Alternatives to Maximize Shareholder Value:*

  The Arrangement was determined to be the preferred strategic alternative available to MEG for the benefit of MEG Shareholders following the conclusion of the comprehensive Strategic Review Process, which included a thorough market canvass of a broad range of potential alternatives (including the Original Strathcona Offer) and assessing them against MEG's standalone business plan, in order to maximize value for MEG Shareholders. The Strategic Review Process also included advice from financial advisors, BMO Capital Markets and RBC Capital Markets, and legal counsel, BD&P and NRF.

- *Arm's-length and Thorough Negotiations:*

  The Arrangement Agreement is the result of arm's-length negotiations between MEG and Cenovus after the completion of a publicly announced process to solicit proposals to the MEG Board. The negotiations with Cenovus included three separate offers from Cenovus, the conclusion of which was reached when Cenovus stated that it would not further increase the consideration offered.

- *Equal Treatment of MEG Shareholders:*

  The Arrangement Agreement does not provide any MEG Shareholder with a "collateral benefit" within the meaning of MI 61-101. Additionally, all MEG Shareholders have the right to elect Cash Consideration, Share Consideration, or a combination of Cash Consideration and Share Consideration, subject to rounding and proration based on the Cash Maximum and the Share Maximum.

- *All of the Directors and Executive Officers of MEG have entered into the MEG Support Agreements:*

  The directors and executive officers of MEG, who, as at August 21, 2025, beneficially owned or exercised control or direction over, an aggregate of 1,262,286 MEG Shares (representing an aggregate of approximately 0.496% of the issued and outstanding MEG Shares), have advised MEG that they intend to vote their respective MEG Shares in favour of the Arrangement and have entered into the MEG Support Agreements with Cenovus.

***Provisions in the Arrangement Agreement Provide Deal Certainty***

- *The Arrangement Agreement Includes Limited Conditions Precedent:*

  Cenovus's obligation to complete the Arrangement is subject to a limited number of conditions, which the MEG Board believes are reasonable under the circumstances.

  The MEG Board believes that the Arrangement is likely to be completed in accordance with its terms and within a reasonable time. The Arrangement is currently expected to close on or about October 15, 2025.

- *The Arrangement Agreement Includes Reasonable Terms and Conditions:*

  The terms and conditions of the Arrangement Agreement, including MEG's and Cenovus's representations, warranties and covenants and the conditions to completion of the Arrangement are, in the judgment of MEG, after consultation with its legal advisors, reasonable.

  In the MEG Board's view, the terms of the Arrangement Agreement treat stakeholders of MEG equitably and fairly, including MEG Shareholders, creditors and employees. Additionally, Cenovus has made commitments under the Arrangement Agreement to honour and perform or cause MEG to perform, all obligations of MEG under the MEG Executive Employment Agreements, or other agreements with current or former employees. Additionally, the outstanding MEG Incentives will be treated as set forth under "*The Arrangement – MEG Incentives*".

- *The Arrangement is Not Subject to a Financing Condition:*

  Concurrently with entering into the Arrangement Agreement, Cenovus obtained the Debt Financing in order to receive funds to pay a portion of the Cash Consideration pursuant to the Arrangement. Cenovus has made certain covenants under the Arrangement Agreement in connection with the Debt Financing, but Cenovus's obligation to close the Arrangement is not conditioned on its ability to obtain financing.

- *Favourable Regulatory Provisions in the Arrangement Agreement:*

  The Arrangement Agreement contains provisions which require Cenovus to assume the risk of regulatory delays or remedies under the Competition Act and to take all necessary actions to close the Arrangement as soon as practicable. These provisions protect the interests of MEG Shareholders by limiting the ability of Cenovus to delay closing of the Arrangement due to ongoing Competition Act review. MEG believes that meaningful challenges are unlikely due to the complementary nature of MEG and Cenovus's operations, and that these provisions in the Arrangement Agreement reduce the risk to closing of the Arrangement with Cenovus. The Arrangement is currently expected to close on or about October 15, 2025.

***The Arrangement Agreement Provides Protections to MEG Shareholders While Maximizing MEG Shareholder Value***

- *RBC Capital Markets and BMO Capital Markets Have Provided Fairness Opinions in Respect of the Arrangement:*

  RBC Capital Markets and BMO Capital Markets have provided opinions to the effect that, as of August 21, 2025, and subject to certain assumptions, limitations, qualifications and other matters stated therein, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

  A copy of the BMO Fairness Opinion and the RBC Fairness Opinion are included as Appendix D and Appendix E, respectively, to this Circular. See "*The Arrangement – Financial Advisors and Fairness Opinions*".

- *The Arrangement is Subject to a Determination of the Court that the Arrangement is Fair and Reasonable, both Procedurally and Substantively, to MEG Shareholders:*

  The ABCA provides that the Arrangement will only become effective if, after hearing from all interested persons who choose to appear before it, the Court determines that the Arrangement is fair and reasonable to the MEG Shareholders.

- *The Arrangement Requires the MEG Transaction Resolution to be Approved by Special Resolution of the MEG Shareholders:*

  At the MEG Meeting, MEG Shareholders will have an opportunity to vote on the MEG Transaction Resolution, which requires approval by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting.

- *The Arrangement Agreement Does Not Preclude an Acquisition Proposal:*

  Pursuant to the Arrangement Agreement, the MEG Board, in certain circumstances, will still be able to consider, accept and enter into a definitive agreement with respect to a Superior Proposal, provided that MEG pays to Cenovus the Purchaser Termination Amount.

  The MEG Board is of the view that the Purchaser Termination Amount would not preclude a third party from making a potential unsolicited Superior Proposal in respect of MEG.

- *MEG Shareholders May Dissent:*

  Registered MEG Shareholders may, upon compliance with certain conditions and in certain circumstances, exercise Dissent Rights and, if ultimately successful, receive fair value for their MEG Shares as determined by the Court. See "*Dissent Rights*".

- *Matching Rights:*

  The MEG Board also considered Cenovus's right to match as an inducement to Cenovus to enter into the Arrangement Agreement.

The foregoing summary of what was considered by the Special Committee and the MEG Board is not intended to be exhaustive of all the factors that were considered in arriving at a conclusion of the Special Committee and the MEG Board to enter into the Arrangement Agreement. Members of the Special Committee and the MEG Board used their own knowledge and understanding of the business, financial conditions, and prospects of the Corporation along with the assistance of MEG management, BMO Capital Markets, RBC Capital Markets and the Special Committee and legal advisors, as applicable, in their evaluation of the Arrangement. Given the numerous factors that were considered in connection with evaluating the Arrangement, it is not practical to quantify or assign relative weight to specific factors relied upon by the Special Committee and the MEG Board in reaching its conclusions and recommendations. In addition, individual members of the Special Committee and the MEG Board may have given different weight to

different factors. The conclusions and recommendations of the Special Committee and the MEG Board were arrived at after giving consideration to the totality of the information and factors involved.

**THE MEG BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE MEG TRANSACTION RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE MEG MEETING.**

**Financial Advisors and Fairness Opinions**

***BMO Fairness Opinion***

In connection with the evaluation of the Arrangement, the MEG Board received and considered, among other things, the BMO Fairness Opinion. Pursuant to the BMO Engagement Letter, BMO Capital Markets was retained to provide financial advice and various advisory services to MEG, including providing an opinion to the MEG Board in respect of the Arrangement.

At a meeting of the MEG Board called to consider the Arrangement on August 21, 2025, BMO Capital Markets verbally delivered its opinion, which was subsequently confirmed in writing, to the MEG Board, to the effect that, as of the date thereof, and subject to certain assumptions, limitations, qualifications and other matters stated in the BMO Fairness Opinion, the Consideration to be received by the MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

The full text of the BMO Fairness Opinion which sets forth, among other things, assumptions made, information reviewed, matters considered and limitations on the scope of the review undertaken in rendering the BMO Fairness Opinion, is attached as Appendix D to this Circular. The summary of the BMO Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the BMO Fairness Opinion. The BMO Fairness Opinion addresses only the fairness, from a financial point of view, of the Consideration to be received by the MEG Shareholders pursuant to the Arrangement and does not address any other aspect of the Arrangement or any related transaction, including any legal, tax or regulatory aspects of the Arrangement that may be relevant to MEG or the MEG Shareholders. BMO Capital Markets provided the BMO Fairness Opinion to the MEG Board for their exclusive use only in consideration of the Arrangement. The BMO Fairness Opinion may not be relied upon by any other Person or in any other circumstance. The BMO Fairness Opinion does not address the relative merits of the Arrangement as compared to any other strategic alternatives that may be available to MEG, including the Original Strathcona Offer. The BMO Fairness Opinion does not constitute a recommendation to any MEG Shareholder as to how such MEG Shareholder should act or vote on any matters relating to the Arrangement. The BMO Fairness Opinion was one of a number of factors taken into consideration by the MEG Board in making their unanimous determination that the Arrangement is fair, from a financial point of view, to the MEG Shareholders and is in the best interests of MEG and to recommend that the MEG Shareholders accept the Arrangement.

In the ordinary course of its business and unrelated to the Arrangement, BMO Capital Markets or an affiliate thereof: (i) has acted as administrative agent, collateral agent and joint lead arranger and joint bookrunner in connection with MEG's current $600 million syndicated revolving credit facility, (ii) has acted as sole bilateral lender in connection with MEG's current $600 million letter of credit facility, (iii) has acted as broker with respect to MEG's normal course issuer bids in 2023, 2024 and 2025, (iv) has provided various cash management, commodities and trading product services to MEG; with respect to Cenovus, (v) has acted as co-documentation agent in connection with Cenovus's committed credit facility that consists of a $2.2 billion tranche maturing on June 26, 2027, and a $3.3 billion tranche maturing on June 26, 2028, (vi) has acted as sole bilateral lender in connection with Cenovus's current $275 million letter of credit facility, (vii) has acted as joint dealer manager in connection with Cenovus's $1.0 billion tender for eight series of notes due 2027-2047 which closed in October 2023, (viii) has provided various trading product services to Cenovus; and with respect to Husky Midstream Limited Partnership ("**HMLP**"), an entity partially owned and operated by Cenovus, (ix) has acted as lender in connection with HMLP's current $400 million syndicated term loan A, (x) has acted as lender in connection with HMLP's current $400 million syndicated term loan B, (xi) has acted as lender in connection with HMLP's current $500 million syndicated revolving credit facility, (xii) has acted as passive bookrunner in HMLP's $400 million senior unsecured notes offering which closed in December 2024, and (xiii) has provided various trading product services to HMLP. Neither BMO Capital Markets nor any of its affiliates is acting as an advisor to MEG or Cenovus in connection with any matter, other than acting as a financial advisor to MEG pursuant to the BMO Engagement Letter. BMO Capital Markets or one or more of its affiliates may provide financing

services to the Purchaser in connection with the Arrangement, for which services BMO Capital Markets or such affiliate would receive compensation.

The terms of the BMO Engagement Letter provide that BMO Capital Markets will receive a fixed fee for rendering the BMO Fairness Opinion that is not contingent upon the conclusion of the BMO Fairness Opinion or the completion of the Arrangement or any alternative transaction. BMO Capital Markets will also receive certain fees for its advisory services under the BMO Engagement Letter, a substantial portion of which are contingent upon the completion of the Arrangement or the completion or non-completion of any alternative transaction. The fee for the BMO Fairness Opinion will be credited against the fee payable upon completion of the Arrangement. MEG has also agreed to reimburse BMO Capital Markets for its reasonable out-of-pocket expenses and to indemnify BMO in respect of certain liabilities that might arise out of its engagement.

**MEG Shareholders are urged to read the BMO Fairness Opinion in its entirety. This summary of the BMO Fairness Opinion is qualified in its entirety by the full text of such opinion.**

***RBC Fairness Opinion***

In connection with its evaluation of the Arrangement, the Special Committee received and considered, among other things, the RBC Fairness Opinion. Pursuant to the RBC Engagement Letter, RBC Capital Markets was retained to provide certain financial advisory services to the Special Committee, including but not limited to, the potential preparation and provision of a fairness opinion to the Special Committee in respect of the Arrangement.

At a meeting of the Special Committee to consider the Arrangement on August 21, 2025, RBC Capital Markets verbally delivered its opinion to the Special Committee which was subsequently confirmed in writing, to the effect that, as of the date of the RBC Fairness Opinion, and subject to certain assumptions, limitations, qualifications and other matters stated in the RBC Fairness Opinion, the Consideration to be received by MEG Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the MEG Shareholders.

The full text of the RBC Fairness Opinion which sets forth, among other things, assumptions made, information reviewed, matters considered and limitations on the scope of the review undertaken in rendering the RBC Fairness Opinion, is attached as Appendix E to this Circular. The RBC Fairness Opinion addresses only the fairness, from a financial point of view, of the Consideration to be received by MEG Shareholders pursuant to the Arrangement. RBC Capital Markets provided the RBC Fairness Opinion to the Special Committee and the MEG Board for their exclusive use only in consideration of the Arrangement. The RBC Fairness Opinion may not be relied upon by any other Person or in any other circumstance. The RBC Fairness Opinion does not constitute a recommendation to any MEG Shareholder as to how such MEG Shareholder should act or vote on any matters relating to the Arrangement.

RBC Capital Markets acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of MEG, Cenovus or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it received or may receive compensation. As an investment dealer, RBC Capital Markets conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the MEG, Cenovus or any of their respective associates and affiliates or the Arrangement.

The terms of the RBC Engagement Letter provide that RBC Capital Markets is to be paid a fee for its services as financial advisor, including fees that are contingent on a change of control of MEG or certain other events, including the non-completion of an unsolicited take-over bid for the MEG Shares. In addition, RBC Capital Markets is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by MEG in certain circumstances.

**MEG Shareholders are urged to read the RBC Fairness Opinion in its entirety. This summary of the RBC Fairness Opinion is qualified in its entirety by the full text of such opinion.**

**MEG Support Agreements**

*The following is a summary of certain provisions of the MEG Support Agreements and is qualified in its entirety by the full text of the form of such agreements, the complete text of the form of such agreements is attached as Appendix I to this Circular. MEG Shareholders are urged to read the form of the MEG Support Agreement in its entirety.*

On August 21, 2025, concurrently with the execution of the Arrangement Agreement, the Supporting MEG Shareholders who as at such date, collectively hold approximately 1,262,286 MEG Shares representing approximately 0.496% of the outstanding MEG Shares, entered into the MEG Support Agreements with Cenovus.

The MEG Support Agreements set forth, among other things, the agreement of such Supporting MEG Shareholders: (i) to vote their MEG Securities (to the extent such MEG Securities have voting rights) in favour of the MEG Transaction Resolution and all resolutions required in furtherance of completing the Arrangement (and provide evidence thereof to Cenovus within five (5) days prior to the MEG Meeting); (ii) to vote their MEG Securities (to the extent such MEG Securities have voting rights) against any resolution submitted by any person that is inconsistent with, or could reasonably be expected to interfere with the Arrangement; and (iii) other than pursuant to a Superior Proposal, not to tender their MEG Shares and associated MEG SRP Rights to any take-over bid, issuer bid, exchange offer or similar transaction including the Original Strathcona Offer and any Amended Strathcona Offer.

Each such MEG Support Agreement provides that it will terminate and be of no further force or effect upon the earliest to occur of: (i) the Effective Time; (ii) the Outside Date; (iii) the date on which such MEG Support Agreement is terminated by the mutual written agreement of the parties thereto; (iv) the close of business on the date of the meeting at which a vote of the MEG Shareholders in respect of the MEG Transaction Resolution is taken and is not approved by the requisite majorities of MEG Shareholders; or (v) the date on which the Arrangement Agreement is terminated in accordance with its terms.

In addition, the MEG Support Agreements may be terminated by the Supporting MEG Shareholder by notice in writing to Cenovus if the Arrangement Agreement is amended to reduce the, or change the form of, consideration payable to the Supporting MEG Shareholder for its MEG Shares pursuant to the Arrangement. If a MEG Support Agreement is terminated in accordance with Section 5 thereof, the Supporting MEG Shareholder shall be entitled to withdraw any form of proxy in respect of the MEG Transaction Resolution and any other resolution required in furtherance of completing the Arrangement, and the provisions of the MEG Support Agreement will become void, subject to the survival of certain provisions therein, and there shall be no liability on the part of either the Supporting MEG Shareholder or Cenovus or any of its affiliates or associates, except to the extent that either such party is in default of its obligations thereunder.

**Procedure for the Arrangement to Become Effective**

***Procedural Steps***

The Arrangement is proposed to be carried out pursuant to section 193 of the ABCA. The following procedural steps must be taken for the Arrangement to become effective:

(a) the MEG Transaction Resolution must, subject to further order of the Court, be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting;

(b) the Final Order shall have been obtained on terms consistent with the Arrangement Agreement and the Arrangement must be approved by the Court pursuant to the Final Order;

(c) the Key Regulatory Approvals shall have been obtained and shall be in full force and effect;

(d) the TSX shall have conditionally approved the issuance and the listing and posting for trading on the TSX of, and the NYSE shall have approved the listing on the NYSE of, the Purchaser Shares forming a portion of the Consideration to be issued pursuant to the Arrangement subject in each case to official

notice of issuance and customary conditions reasonably expected to be satisfied;

(e) all other conditions precedent to the Arrangement, including those set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate Party; and

(f) the Final Order, the Articles of Arrangement and related documents, in the form prescribed by the ABCA, must be filed with the Registrar.

**There is no assurance that the conditions set out in the Arrangement Agreement will be satisfied or waived on a timely basis or at all.**

Upon the conditions precedent set forth in the Arrangement Agreement being satisfied or waived, MEG intends to file a copy of the Final Order and the Articles of Arrangement with the Registrar under the ABCA, together with such other materials as may be required by the Registrar in order to give effect to the Arrangement.

***Shareholder Approval***

**THE MEG BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE MEG TRANSACTION RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE MEG MEETING.**

Pursuant to the Interim Order, the MEG Transaction Resolution, subject to further order of the Court, the full text of which is set forth in Appendix A to this Circular, must be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting. If the MEG Transaction Resolution is not approved by the MEG Shareholders, the Arrangement cannot be completed.

**Unless otherwise directed, it is the intention of the Persons named as management proxyholders in the enclosed form of proxy (or voting instruction form, as applicable), if not expressly directed to the contrary in such form of proxy, to vote such proxy "FOR" the MEG Transaction Resolution set forth in Appendix A to this Circular.**

Notwithstanding the foregoing, the MEG Transaction Resolution proposed for consideration by the MEG Shareholders authorizes the MEG Board, without further notice to or approval of MEG Shareholders, to amend the Arrangement Agreement or the Plan of Arrangement (to the extent permitted by the Interim Order, the Arrangement Agreement or the Plan of Arrangement) and, subject to the terms of the Arrangement Agreement, to not proceed with the Arrangement and to revoke the MEG Transaction Resolution any time prior to the Effective Time See Appendix A to this Circular for the full text of the MEG Transaction Resolution.

***Court Approvals***

*Interim Order*

On September 9, 2025, the Court granted the Interim Order facilitating the calling of the MEG Meeting and prescribing the conduct of the MEG Meeting. The Interim Order is attached as Appendix C to this Circular.

*Final Order*

The ABCA provides that a plan of arrangement requires Court approval. Subject to the terms of the Arrangement Agreement and the approval of the MEG Transaction Resolution by MEG Shareholders at the MEG Meeting in the manner required by the Interim Order, MEG will make an application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is scheduled for 2:00 p.m. (Calgary time) on October 14, 2025, or as soon thereafter as counsel may be heard, at the Court of King's Bench of Alberta, Calgary Courts Centre, 601 – 5$^{th}$ Street S.W., Calgary, Alberta, Canada, or via video conference if necessary. Any MEG Shareholder or other interested party desiring to support or oppose the application with respect to the Arrangement, may appear at the time of the hearing in person or by counsel for that purpose provided such MEG Shareholder or other interested party files with the Court and serves upon MEG on or before 5:00 p.m. (Calgary time) on October 2, 2025 (or the

Business Day that is five (5) Business Days prior to the date of the MEG Meeting if it is not held on October 9, 2025), a notice of intention to appear setting out such MEG Shareholder's or interested party's address for service and indicating whether such MEG Shareholder or interested party intends to support or oppose the application or make submissions, together with a summary of the position such Person intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. Service of such notice on MEG is required to be effected by service upon the solicitors for MEG: Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8th Avenue S.W., Calgary, Alberta, T2P 1G1, Attention: Paul Chiswell, or by email at pchiswell@bdplaw.com. See "*Notice of Application*".

Prior to the hearing on the Final Order, the Court will be informed that the Parties intend to rely on the exemption from the registration requirement under the U.S. Securities Act for the issuance of Purchaser Shares to MEG Shareholders, provided by Section 3(a)(10) thereof on the basis of the Final Order.

***Key Regulatory Approvals***

The Arrangement Agreement provides that receipt of the Key Regulatory Approvals, which consist of the Competition Act Approval, and the HSR Clearance, is a condition precedent to the Arrangement becoming effective. See "*The Arrangement – The Arrangement Agreement – Conditions Precedent to the Arrangement – Mutual Conditions Precedents*".

*Competition Act Approval*

Part IX of the Competition Act requires that the parties to certain classes of transactions that exceed the thresholds set out in sections 109 and 110 of the Competition Act (a "**Notifiable Transaction**") each provide the Commissioner with prescribed information pursuant to Part IX of the Competition Act ("**Notifications**") in respect of such transaction. Subject to certain exemptions, a Notifiable Transaction may not be completed until the parties to the transaction have filed Notifications and the applicable waiting period under Section 123 of the Competition Act has expired or has been terminated by the Commissioner, or the Commissioner has waived the parties' obligation to provide Notifications pursuant to Section 113(c) of the Competition Act. Where Notifications are made, the waiting period is 30 calendar days after the day on which the parties to the transaction have each submitted their respective Notifications, provided that, before the expiry of this period, the Commissioner has not notified the parties that he requires additional information that is relevant to his assessment of the transaction pursuant to subsection 114(2) of the Competition Act (a "**Supplementary Information Request**"). If the Commissioner provides the parties with a Supplementary Information Request, the waiting period is extended until 30 calendar days after compliance with such Supplementary Information Request, at which time the parties are entitled to complete the transaction provided that there is no order in effect prohibiting completion at the relevant time.

Alternatively, or in addition to filing Notifications, parties to a Notifiable Transaction may apply to the Commissioner for an ARC under subsection 102(1) of the Competition Act in respect of the transaction or in the alternative a No Action Letter. Transactions for which an ARC has been issued are exempt from the notification requirements of Part IX of the Competition Act. Parties who apply for an ARC and do not also file Notifications will typically also request alternatively in their application a No Action Letter and a waiver of the obligation to notify the transaction pursuant to Section 113(c) of the Competition Act.

The Commissioner may, upon application by the parties to a Notifiable Transaction, issue an ARC where the Commissioner is satisfied that he would not have sufficient grounds on which to apply to the Competition Tribunal (the "**Tribunal**") for an order under Section 92 of the Competition Act. If the transaction to which the ARC relates is substantially completed within one year after the ARC is issued, the Commissioner cannot seek an order of the Tribunal under Section 92 of the Competition Act in respect of the transaction solely on the basis of information that is the same or substantially the same as the information on the basis of which the ARC was issued. Where the Commissioner declines to issue an ARC, he may instead issue a No Action Letter confirming that he does not, at that time, intend to make an application under Section 92 of the Competition Act.

Whether or not a transaction is a Notifiable Transaction, the Commissioner may apply to the Tribunal for a remedial order under Section 92 of the Competition Act at any time before the transaction has been completed or, if completed, for up to one year after it has been substantially completed if it is a Notifiable Transaction, or for up to three years

after it has been substantially completed if it is not a Notifiable Transaction, in any case, if the Commissioner is of the view that the transaction prevents or lessens, or is likely to prevent or lessen competition substantially, provided that, subject to certain exceptions, the Commissioner has not issued an ARC in respect of the transaction. The Commissioner may also apply to the Tribunal under Sections 100 and 104 of the Competition Act for an injunction to delay closing of the transaction pending the Tribunal's determination of the Commissioner's application for a remedial order. An injunction application by the Commissioner under either Section 100 or Section 104 of the Competition Act imposes an immediate and automatic prohibition on closing, until the injunction has been heard and disposed of by the Tribunal. Additionally, on application by the Commissioner under Section 92 of the Competition Act, the Tribunal may, where it finds that a transaction prevents or lessens, or is likely to prevent or lessen, competition substantially, order that the transaction not proceed or, if completed, order its dissolution or the disposition of assets or shares involved in such transaction; in addition to, or in lieu thereof, with the consent of the person against whom the order is directed and the Commissioner, the Tribunal may order a person to take any other action.

The Arrangement is a Notifiable Transaction for the purposes of Part IX of the Competition Act. Completion of the Arrangement is subject to the condition that either: (a) the Commissioner shall have issued an ARC; or (b) both (i) the applicable waiting period under Section 123 of the Competition Act shall have expired or been terminated or the obligation to notify and supply information in accordance with Part IX of the Competition Act shall have been waived by the Commissioner under subsection 113(c) of the Competition Act; and, unless waived by Cenovus in writing, (ii) the Commissioner shall have issued a No Action Letter.

On August 25, 2025, MEG and Cenovus jointly requested that the Commissioner issue an ARC under Section 102 of the Competition Act or, alternatively, a No Action Letter. On August 25, 2025 and August 26, 2025, respectively, Cenovus and MEG each filed a Notification, and it is anticipated that the initial 30-day waiting period will end on September 25, 2025.

*HSR Clearance*

Under the HSR Act, certain transactions exceeding prescribed thresholds may not be completed until each party has filed a notification and report relating to the transaction with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice and the applicable waiting periods have been terminated or expired.

On August 25, 2025, MEG and Cenovus each filed a premerger notification and report form under the HSR Act. Unless early terminated or extended, it is anticipated that the 30-day waiting period under the HSR Act in connection with the Arrangement will expire at 11:59 p.m. (Eastern time) on September 24, 2025.

At any time before or after consummation of the Arrangement, the Federal Trade Commission or the Antitrust Division of the United States Department of Justice, or any state, could take such action under antitrust Laws as it deems necessary or desirable in the public interest, including seeking to enjoin the completion of the transaction or seeking the divestiture of substantial assets of MEG or Cenovus or their respective subsidiaries. Private parties may also seek to take legal action under antitrust Laws under certain circumstances.

*Exchange Approvals*

It is a mutual condition to completion of the Arrangement that the TSX has conditionally approved, and that the NYSE has approved the listing of the Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement as the Share Consideration, subject to customary conditions. The TSX has conditionally approved listing of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement. Listing is subject to Cenovus fulfilling all of the listing requirements of the TSX. Purchaser has applied for listing on the NYSE of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement.

**MEG Incentives**

Except as described below, all of the MEG Incentives outstanding on completion of the Arrangement will be settled in cash for an amount equal to $20.4375 plus the value of 0.33125 of a Purchaser Share determined by reference to

the 5-day volume-weighted average share price of the Purchaser Shares on the TSX for the five (5) trading days ending on the trading date immediately preceding the Effective Date, less applicable Taxes.

On completion of the Arrangement, Cenovus will assume the rights and obligations of MEG under the MEG Incentive Plans and all MEG Incentives and related grants and award agreements including those MEG RSUs and MEG PSUs held by MEG Employees who are expected to continue their employment with MEG after the Arrangement is completed. Those MEG RSUs and MEG PSUs will continue to vest and be settled in accordance with the MEG RSU Plans and any applicable grant or award agreement.

See "*The Arrangement – Arrangement Steps*".

**The Arrangement Agreement**

*The following is a summary of the material terms of the Arrangement Agreement and the Plan of Arrangement and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement and the Plan of Arrangement which are attached to this Circular as Appendix B and Schedule "A" thereto, respectively. MEG Shareholders are urged to read the Arrangement Agreement and the Plan of Arrangement in their entirety.*

***Summary of the Arrangement***

Pursuant to the Arrangement Agreement, it was agreed that the Arrangement will be implemented by way of a Court-approved plan of arrangement under the ABCA pursuant to the terms of the Plan of Arrangement. The Arrangement Agreement provides for the implementation of the Plan of Arrangement pursuant to which, among other things MEG Shareholders (other than Dissenting Shareholders) will receive the Consideration. See also "*The Arrangement – MEG Incentives*".

The MEG Transaction Resolution, subject to further order of the Court, the full text of which is set forth in Appendix A to this Circular, must be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting. If the MEG Transaction Resolution is not approved by the MEG Shareholders, the Arrangement cannot be completed.

***Effective Date of the Arrangement***

After obtaining the approval of the MEG Transaction Resolution by the MEG Shareholders, upon the other conditions in the Arrangement Agreement being satisfied or, where applicable, waived, including upon the Final Order being granted, MEG will file the Articles of Arrangement with the Registrar. Pursuant to Section 193(12) of the ABCA, the Arrangement becomes effective on the date the Articles of Arrangement are filed. Currently it is anticipated that the Effective Date will be on or about October 15, 2025. It is not possible, however, to state with certainty when the Effective Date will occur. The Effective Date could be earlier than anticipated or could be delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order.

***Representations and Warranties and Covenants Relating to the Conduct of Business of the Parties***

The Arrangement Agreement contains customary representations and warranties, some of which are qualified by Material Adverse Effect, made by each of MEG and Cenovus, as applicable. The statements embodied in those representations and warranties were made solely for purposes of the Arrangement Agreement among MEG and Cenovus and are subject to important qualifications and limitations agreed to by MEG and Cenovus in connection with negotiating its terms.

The Arrangement Agreement contains certain representations and warranties of MEG and the MEG Subsidiary relating to the following: organization and qualification; authority relative to the Arrangement Agreement; Material Subsidiaries and joint ventures; ownership of the MEG Subsidiary; no violation, absence of defaults and conflicts; funds available; litigation; returns filed and taxes paid; tax reserves; tax deficiencies and audits; withholding taxes; foreign returns; GST and similar taxes; residence; listed transactions; tax sharing agreements; distributing or controlled corporation; reporting issuer status; U.S. Securities Law matters; capitalization; MEG Notes; shareholder and similar

agreements; dividends; no orders; MEG Material Contracts (as such term is defined in the Arrangement Agreement); filings; books and records; financial statements; financial reporting; disclosure controls and procedures; absence of undisclosed liabilities; no Material Adverse Change; conduct of business; environmental; indigenous matters; real property title; no defaults under leases and agreements; no Encumbrances; ownership of material property; no rights of first refusal; royalties, rentals and taxes paid; reserves; licenses; federal pipelines; long-term Hedging Transactions; employee benefit plans; employment matters, employment agreements and collective agreements; insurance; indebtedness to and by officers, directors and others; compliance with Laws; restrictions on business activities; possession of intellectual property; and corrupt practices and trade legislation.

The Arrangement Agreement contains certain representations and warranties of Cenovus relating to the following: organization and qualification; authority relative to the Arrangement Agreement; Material Subsidiaries and joint ventures; ownership of Purchaser subsidiaries; no violation, absence of defaults and conflicts; Purchaser Shares; funds available; litigation; returns filed and taxes paid; tax reserves; tax deficiencies and audits; withholding taxes; foreign returns; GST and similar taxes; residence; listed transactions; tax sharing agreements; distributing or controlled corporation; reporting issuer status; U.S. Securities Law matters; capitalization; shareholder and similar agreements; no orders, Purchaser Material Contracts (as such term is defined in the Arrangement Agreement); filings; books and records; financial statements; financial reporting; disclosure controls and procedures; absence of undisclosed liabilities; no Material Adverse Change; conduct of business; environmental; licences; insurance; compliance with Laws; corrupt practices and trade legislation; *Investment Canada Act*; and financing.

In addition, pursuant to the Arrangement Agreement, each of the Parties has covenanted, among other things, until the earlier of the Effective Time or the termination of the Arrangement Agreement, to use all reasonable commercial efforts to maintain and preserve their respective businesses and refrain from taking certain actions outside the ordinary course. For the complete text of the applicable provisions, see Article 3 of the Arrangement Agreement.

*Additional Covenants Regarding Non-Solicitation*

Under the Arrangement Agreement, MEG has agreed to certain non-solicitation covenants as follows:

(a) MEG shall, and shall cause its subsidiaries and its and their officers, directors, employees, financial advisors, legal counsel (internal and external), accountants, advisors and all other representatives and agents ("**Representatives**"), as applicable, to: (i) immediately cease and cause to be terminated all existing solicitations, encouragements, discussions or negotiations (including through any of the Representatives of MEG), if any, with any third parties (other than Purchaser), initiated before the Agreement Date with respect to any Person that has made, indicated any interest in making or may reasonably be expected to make, an Acquisition Proposal; (ii) as and from the Agreement Date until termination of the Arrangement Agreement pursuant to Article 9 of the Arrangement Agreement, immediately discontinue providing access to and disclosure of any of its confidential information and not allow or establish further access to any of its confidential information, or any data room, virtual or otherwise, to any Person (other than Purchaser or its Representatives) who has entered into a confidentiality agreement with MEG relating to an Acquisition Proposal; (iii) pursuant to and in accordance with each applicable confidentiality agreement relating to an Acquisition Proposal, promptly request the return or destruction of all information provided to any third parties that have entered into a confidentiality agreement with such Party and the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding such Party or any of its subsidiaries, and shall use reasonable commercial efforts to cause such requests to be honoured; and (iv) not release, waive, terminate or otherwise forbear in the enforcement of, amend or modify, or enter into or participate in any discussions, negotiations or agreements to release, waive or otherwise forbear or amend or modify, any rights or other benefits under any confidentiality agreements to which MEG or the MEG Subsidiary is a party, including any "standstill provisions" thereunder. MEG undertakes to enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants or agreements that it has entered into with third parties prior to the Agreement Date.

(b) MEG shall not, directly or indirectly, do, nor authorize or permit any of its Representatives to do, any of the following:

(i) solicit, assist, initiate, entertain or knowingly facilitate or encourage or take any action to solicit, assist, initiate, entertain or knowingly facilitate or encourage any Acquisition Proposal, or engage in any communication regarding the making of any proposal or offer that constitutes, or may reasonably be expected to constitute or lead to an Acquisition Proposal, including by way of furnishing information or access to properties, facilities or books and records;

(ii) withdraw, amend, modify or qualify, or propose to withdraw, amend, modify or qualify, in any manner adverse to Purchaser or which could reasonably be expected to impede, interfere with or delay the Arrangement, or prevent the completion of the Arrangement, the MEG Board Recommendation (or any related recommendation by any committee of the MEG Board);

(iii) make any public announcement or take any other action inconsistent with the MEG Board Recommendation;

(iv) enter into or otherwise engage or participate in any negotiations or any discussions regarding any inquiry, proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, or furnish or provide access to any information with respect to MEG's Securities, business, properties, operations or conditions (financial or otherwise) in connection with or in furtherance of an Acquisition Proposal, or otherwise cooperate in any way with, or assist or knowingly participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;

(v) accept, recommend, approve, agree to, endorse or propose publicly to accept, recommend, approve, agree to or endorse an Acquisition Proposal, or, for a period in excess of five (5) Business Days, take no position or a neutral position with respect to a publicly announced or publicly proposed, Acquisition Proposal; or

(vi) accept, approve, endorse or enter into (other than a confidentiality and standstill agreement permitted by and in accordance with Section 7.1(b)(vii) of the Arrangement Agreement) or publicly propose to accept, approve, endorse or enter into any agreement, understanding or arrangement (including any letter of intent or agreement in principle) in respect of or in any way related to any Acquisition Proposal or providing for the payment of any break, termination or other fees or expenses to any Person, if MEG completes the transactions contemplated hereby;

except that notwithstanding the provisions of clauses (ii) and (iii) of Section 7.1(a) or Section 7.1(b) of the Arrangement Agreement, MEG and its Representatives may:

(vii) at any time prior to obtaining the approval of the MEG Shareholders of the MEG Transaction Resolution, enter into, or participate in, any discussions or negotiations with an arm's length third party who (without any solicitation, initiation or encouragement, directly or indirectly, after the Agreement Date, by MEG or any of its Representatives) seeks to initiate such discussions or negotiations and, subject to execution of a confidentiality and standstill agreement and/or clean teams agreement (referred to therein as a "confidentiality and standstill agreement") with terms at least as restrictive to such counterparty as the Confidentiality Agreement (on the condition that such confidentiality and standstill agreement shall provide for the disclosure thereof, along with the information provided thereunder, to Purchaser), may furnish to such third party information concerning MEG and its business, affairs, properties and assets (on the condition that such third party is not furnished with greater access or information than Purchaser), in each case if and only to the extent that:

(A) the third party has first made a written bona fide Acquisition Proposal, which did not result from a breach of Section 7.1 of the Arrangement Agreement, and in respect of which the MEG Board determines in good faith, after consultation with its external legal and one of its Financial Advisors or other professional financial advisors as reflected in the minutes of the MEG Board, constitutes, or could reasonably be expected to constitute or lead to, a Superior Proposal (for additional clarity, the Original Strathcona Offer is deemed not to

be, and may not constitute a Superior Proposal pursuant to the terms of the Arrangement Agreement and therefore cannot constitute or be reasonably expected to lead to, a Superior Proposal in any circumstance);

(B) prior to furnishing such information to or entering into or participating in any such negotiations or initiating any discussions with such third party, MEG promptly provides written notice to Purchaser to the effect that it is furnishing information to or entering into or participating in discussions or negotiations with such Person or entity and provides to Purchaser a true and complete copy of the final executed confidentiality and standstill agreement entered into with such Person or entity in compliance with Section 7.1(b)(vii) of the Arrangement Agreement and the information required to be provided under Sections 7.1(c) and 7.1(d) of the Arrangement Agreement; and

(C) MEG or the MEG Subsidiary has been, and would be after entering into or participating in any such discussions or negotiations, in compliance with all of its obligations under Section 7.1 of the Arrangement Agreement;

(viii) comply with Division 3 of National Instrument 62-104 – *Take-Over Bids and Issuer Bids* and similar provisions under Applicable Canadian Securities Laws relating to the provision of directors' circulars and make appropriate disclosure with respect thereto to the MEG Shareholders; and

(ix) at any time prior to obtaining the approval of the MEG Shareholders of the MEG Transaction Resolution, withdraw the MEG Board Recommendation (or any recommendation by any committee of the MEG Board) and accept, recommend, approve or enter into an agreement to implement a Superior Proposal from a third party, but only if prior to such acceptance, recommendation, approval or implementation: (A) the MEG Board shall have concluded in good faith, after considering all proposals to adjust the terms and conditions of the Arrangement Agreement as contemplated by Section 7.1(d) of the Arrangement Agreement and after receiving the advice of one of its Financial Advisors or other professional financial advisors and external legal counsel, as reflected in minutes of the MEG Board, that such Superior Proposal is in the best interests of MEG and failure to take such action by the MEG Board would be inconsistent with its fiduciary duties under Applicable Law; (B) MEG complies with its obligations set out in Section 7.1(d) of the Arrangement Agreement; and (C) if MEG is entering into an agreement to implement a Superior Proposal, MEG terminates the Arrangement Agreement in accordance with Section 9.1(e) of the Arrangement Agreement and concurrently therewith pays the amount required by Sections 7.2 or 7.4 of the Arrangement Agreement, as applicable.

(c) If, after the Agreement Date, MEG or any of its subsidiaries is in receipt of a *bona fide* Acquisition Proposal or any request (which request may be reasonably considered to be in furtherance of, or in relation to, an Acquisition Proposal) for non-public information relating to the MEG Group or its properties, facilities, books or records, the MEG Group shall promptly (and in any event within 24 hours of receipt by the MEG Group) notify Purchaser (at first orally and then in writing) of any Acquisition Proposal (or any amendment thereto) or any amendments to the foregoing received by the MEG Group. Such notice shall include a copy of any written Acquisition Proposal (and any amendment thereto) or any such request (which request may be reasonably considered to be in furtherance of, or in relation to, an Acquisition Proposal) for non-public information relating to the MEG Group or its properties, facilities, books or records received by the MEG Group or, if no written Acquisition Proposal has been received, a description of the material terms and conditions of, and the identity of the Person making any inquiry, proposal or offer or request (to the extent then known by the MEG Group). The MEG Group shall also provide such further and other details of the Acquisition Proposal, request or any amendment thereto as Purchaser may reasonably request (to the extent then known by the MEG Group). The MEG Group shall keep Purchaser fully and promptly informed of the status, including any change to material terms, of any Acquisition Proposal, request or any amendment thereto, shall respond promptly to all reasonable inquiries by Purchaser with respect thereto, and shall promptly provide to Purchaser copies of all substantive correspondence and other written material sent to or provided to the MEG Group by any Person in connection with such inquiry, proposal, offer or request or sent or provided by the MEG Group to any Person in connection with such inquiry, proposal, offer or request.

(d) Following determination by the MEG Board that an Acquisition Proposal constitutes a Superior Proposal, the MEG Group shall give Purchaser, orally and in writing, at least five (5) Business Days advance notice of any decision by the MEG Board to accept, recommend, approve or enter into an agreement (other than a confidentiality and standstill agreement) to implement a Superior Proposal, which notice shall:

(i) confirm that the MEG Board has determined that such Acquisition Proposal constitutes a Superior Proposal;

(ii) identify the third party making the Superior Proposal;

(iii) if MEG is proposing to enter into an agreement to implement such Superior Proposal, confirm that the entering into of a definitive agreement to implement such Superior Proposal is not subject to any financing condition, due diligence condition or access condition; and

(iv) if MEG is proposing to enter into an agreement to implement such Superior Proposal, confirm that a definitive agreement to implement such Superior Proposal has been settled between MEG and such third party in all material respects (including in respect of the value and financial terms and the value ascribed to any non-cash consideration offered under such Acquisition Proposal), and MEG will concurrently provide a true and complete copy thereof, together with all supporting materials, including any financing documents supplied to the MEG Group in connection therewith, and will thereafter promptly provide any amendments thereto, to Purchaser.

During the five (5) Business Day period commencing on the delivery of such notice (such period, the "**Matching Period**"), MEG agrees not to accept, recommend, approve or enter into any agreement to implement such Superior Proposal and not to release the party making the Superior Proposal from any standstill provisions and shall not change, withdraw, withhold, amend, modify or qualify, or propose publicly to change, withdraw, withhold, amend, modify or qualify, the MEG Board Recommendation. During the Matching Period, Purchaser shall have the opportunity (but not the obligation) to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal. In addition, during the Matching Period, or such longer period as MEG may approve in writing for such purpose: (i) the MEG Board shall review any offer made by Purchaser to amend the Arrangement Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (ii) MEG shall negotiate in good faith with Purchaser to make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable Purchaser to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the MEG Board determines that such Acquisition Proposal would cease to be a Superior Proposal: (x) MEG shall promptly so advise Purchaser, and MEG and Purchaser shall amend the Arrangement Agreement to reflect such offer made by Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing; and (y) the MEG Board shall not accept, recommend, approve or enter into any agreement to implement such Acquisition Proposal and shall not release the party making the Acquisition Proposal from any standstill provisions and shall not change, withdraw, withhold, amend, modify or qualify, or propose publicly to change, withdraw, withhold, amend, modify or qualify, the MEG Board Recommendation. MEG acknowledges that each successive material modification of any Superior Proposal that results in an increase in the consideration (or the value thereof) to be received by MEG Shareholders or other material terms or conditions shall constitute a new Superior Proposal for purposes of the requirement under Section 7.1(d) of the Arrangement Agreement to initiate a new Matching Period.

In addition, if Strathcona (or any affiliate thereof) changes or varies the amount or form of consideration offered (including, the type of consideration and/or the respective proportion of type of consideration offered) under the Original Strathcona Offer or announces its intention to do so (each, an "**Amended Strathcona Offer**"), and whether or not such Amended Strathcona Offer is determined to constitute a Superior Proposal for the purposes of the preceding paragraph, if requested by Purchaser, MEG shall, and shall cause one of its Financial Advisors or other professional financial advisors and external legal counsel to, negotiate in good faith with Purchaser and one of its Financial Advisors or other professional financial advisors and external legal counsel in order to allow Purchaser to make any increases to the Consideration or other adjustments in

the consideration offered or to otherwise amend the terms and conditions of the Arrangement Agreement and the Arrangement (which for clarity, shall not be less favourable to MEG or the MEG Shareholders than those included in the Arrangement Agreement and the Arrangement).

In the event that any Acquisition Proposal is made or announced on a date which is less than five (5) Business Days prior to the MEG Meeting, MEG shall be permitted to adjourn or postpone the MEG Meeting and Purchaser shall be entitled to require MEG to adjourn or postpone the MEG Meeting, in each case to a date that is not more than ten (10) Business Days after the latest date then scheduled for the MEG Meeting, in accordance with the Arrangement Agreement, in order to address such Acquisition Proposal and, if the MEG Board determines such Acquisition Proposal to be a Superior Proposal, to observe and satisfy the Matching Period.

(e) The MEG Board shall promptly and in any event within 24 hours after the determination in clause (i) or (ii) below, reaffirm the MEG Board Recommendation by news release after any Acquisition Proposal is publicly announced or made if the MEG Board determines that: (i) such Acquisition Proposal does not constitute a Superior Proposal in accordance with Section 7.1 of the Arrangement Agreement; or (ii) an amendment to the terms of the Arrangement Agreement has been agreed that results in the Acquisition Proposal not being a Superior Proposal. MEG shall provide Purchaser and its external legal counsel with a reasonable opportunity to review the form and content of any such news release and shall make all reasonable amendments to such news release as requested by Purchaser and its external legal counsel.

(f) Purchaser agrees that all information that may be provided to it by MEG with respect to any Superior Proposal pursuant to Section 7.1 of the Arrangement Agreement shall be treated as if it were "Confidential Information" as that term is defined in the Confidentiality Agreement, and such information shall not be disclosed or used except in accordance with the Confidentiality Agreement or in order to enforce its rights under the Arrangement Agreement in legal proceedings.

(g) MEG shall ensure that its Representatives are aware of the provisions of Section 7.1 of the Arrangement Agreement. MEG shall be responsible for any breach of Section 7.1 of the Arrangement Agreement by its Representatives.

*Other Covenants and Agreements*

The Arrangement Agreement contains certain other covenants and agreements, including, among other things, covenants relating to:

(a) not issuing any press release or other written statement or other public disclosure document in respect to the Arrangement Agreement or the Arrangement without the prior written consent of the Other Party, subject to Applicable Law;

(b) the obligation of MEG to, with assistance from and the participation of Cenovus, (i) prepare this Circular, together with any other documents required by Law in connection with the MEG Meeting and use commercially reasonable efforts to cause such materials to be mailed to the MEG Shareholders and filed with applicable securities regulatory authorities as soon as practicable, and (ii) use commercially reasonable efforts to convene and conduct the MEG Meeting on the timeframes prescribed in the Arrangement Agreement;

(c) access by each Party to certain information about the Other Party during the period from the Agreement Date until the earlier of the Effective Time and the termination of the Arrangement Agreement and the Parties' agreement to keep information exchanged confidential;

(d) indemnification of directors and officers of MEG in respect of claims arising from facts or events which occurred on or prior to the Effective Time; and

(e) compliance by each Party with applicable data protection and privacy laws in the course of collecting, disclosing and using Personal Information (as defined in the Arrangement Agreement).

***Conditions Precedent to the Arrangement***

*Mutual Conditions Precedent*

The respective obligations of the Parties to consummate the transactions contemplated by the Arrangement Agreement, and in particular to complete the Arrangement, are subject to the satisfaction, on or before the Effective Time, or such other time specified, of the following conditions:

(a) the Interim Order shall have been granted in form and substance satisfactory to each of Purchaser and MEG, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to Purchaser or MEG, each acting reasonably, on appeal or otherwise;

(b) the MEG Transaction Resolution shall have been approved by the MEG Shareholders by the MEG Required Approval (as such term is defined in the Arrangement Agreement) at the MEG Meeting in accordance with the Interim Order;

(c) the Final Order shall have been granted on terms consistent with the Arrangement Agreement, and such order shall not have been set aside or modified in a manner unacceptable to Purchaser or MEG, acting reasonably, on appeal or otherwise;

(d) the TSX shall have conditionally approved the issuance and the listing and posting for trading on the TSX of, and the NYSE shall have approved the listing on the NYSE of, the Purchaser Shares forming a portion of the Consideration to be issued pursuant to the Arrangement subject in each case to official notice of issuance and customary conditions reasonably expected to be satisfied;

(e) the Key Regulatory Approvals shall have been obtained, and the Key Regulatory Approvals shall be in full force and effect; and

(f) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order or Law which is then in effect and has the effect of making the Arrangement illegal or otherwise preventing or prohibiting consummation of the Arrangement.

The conditions in Section 6.1 of the Arrangement Agreement are for the mutual benefit of the Parties and may be asserted by either Party regardless of the circumstances and may be waived by the mutual written consent of the Parties, in whole or in part, at any time and from time to time without prejudice to any other rights that the Parties may have, including the right of the Parties to rely on any other of such conditions.

*Additional Conditions Precedent to the Obligations of Cenovus*

The obligation of Purchaser to consummate the transactions contemplated by the Arrangement Agreement, and in particular to complete the Arrangement, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) MEG shall have fulfilled and complied with in all material respects each of its covenants therein to be performed, fulfilled or complied with on or before the Effective Time, and MEG shall have provided to Purchaser a certificate of two executive officers certifying compliance with such covenants dated the Effective Date;

(b)

(i) the representations and warranties of MEG in Sections (a) *(Organization and Qualification)*, (b) *(Authority Relative to this Agreement)*, (c) *(Material Subsidiaries; Joint Ventures)* and (d)

*(Ownership of MEG Subsidiary)* of Schedule "D" shall be true and correct in all respects as of the Agreement Date and as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak of an earlier date, the accuracy of which shall be determined as of such earlier date);

(ii) the representations and warranties of MEG in Section (t) *(Capitalization)* of Schedule "D" shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Agreement Date and shall be true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions and events or circumstances permitted thereunder) as of the Effective Date as if made on and as of such date; and

(iii) all other representations and warranties of MEG set forth in the Arrangement Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such representations and warranties to be so true and correct would not have, or would not reasonably be expected to have, a Material Adverse Effect on MEG or prevent the completion of the transactions contemplated in the Arrangement Agreement (and, for this purpose, any reference to "material", "Material Adverse Effect" or any other concept of materiality in such representations and warranties shall be ignored),

and MEG shall have provided to Purchaser a certificate of two executive officers certifying such accuracy on the Effective Date;

(c) holders of not greater than 5% of the outstanding MEG Shares shall have validly exercised Dissent Rights in respect of the Arrangement that have not been withdrawn as of the Effective Date, provided that for greater certainty the foregoing percentage shall be exclusive of any MEG Shares held by Strathcona or its affiliates or any group of Persons acting jointly or in concert with Strathcona, for which Dissent Rights have been validly exercised in respect of the Arrangement and not withdrawn as of the Effective Date; and

(d) between the Agreement Date and the Effective Time, there shall not have occurred any changes, events, circumstances or developments that would reasonably be expected to have (individually or in the aggregate) a Material Adverse Effect on MEG.

The conditions in Section 6.2 of the Arrangement Agreement are for the exclusive benefit of Purchaser and may be asserted by Purchaser regardless of the circumstances or may be waived by Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Purchaser may have, including the right of Purchaser to rely on any other of such conditions.

*Additional Conditions Precedent to the Obligations of MEG*

The obligation of MEG to consummate the transactions contemplated by the Arrangement Agreement, and in particular to complete the Arrangement, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) Purchaser shall have fulfilled and complied with in all material respects each of its covenants therein to be performed, fulfilled or complied with on or before the Effective Time, and Purchaser shall have provided to MEG a certificate of two executive officers certifying compliance with such covenants dated the Effective Date;

(b)

(i) the representations and warranties of Purchaser in Sections (a) *(Organization and Qualification)*, (b) *(Authority Relative to this Agreement)*, (c) *(Material Subsidiaries; Joint Ventures)* and (d) *(Ownership of Purchaser Subsidiaries)* of Schedule "C" shall be true and correct in all respects as of the Agreement Date and as of the Effective Date as if made on and as of such date (except to the

extent such representations and warranties speak of an earlier date, the accuracy of which shall be determined as of such earlier date);

(ii) the representations and warranties of Purchaser in Section (u) *(Capitalization)* of Schedule "C" shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Agreement Date and shall be true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions and events or circumstances permitted thereunder) as of the Effective Date as if made on and as of such date; and

(iii) all other representations and warranties of Purchaser set forth in the Arrangement Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such representations and warranties to be so true and correct would not have, or would not reasonably be expected to have, a Material Adverse Effect on Purchaser, on a consolidated basis, or prevent the completion of the transactions contemplated in the Arrangement Agreement (and, for this purpose, any reference to "material", "Material Adverse Effect" or any other concept of materiality in such representations and warranties shall be ignored),

and Purchaser shall have provided to MEG a certificate of two executive officers certifying such accuracy on the Effective Date;

(c) on the Effective Date: (i) each of the MEG Credit Agreements shall be repaid in full and cancelled by Purchaser (other than letters of credit issued and outstanding under the MEG Credit Agreements, which will be cash collateralized and Hedging Transactions which may be novated or closed out after the Effective Date); and (ii) (A) if any of the MEG Notes have been downgraded by one or more gradations by at least two of the three Rating Agencies (including gradations within the ratings categories, as well as between categories), as a result of the Arrangement and the transactions contemplated by the Arrangement Agreement, or (B) if Purchaser has directed MEG to send a notice of redemption to holder of MEG Notes pursuant to Section 3.5(b) of the Arrangement Agreement, Purchaser shall have immediately available funds or one or more credit facilities having terms and conditions acceptable to MEG, acting reasonably, with immediately available funds, that, alone or together, would enable MEG or Purchaser (as its successor), as applicable, to purchase all of the MEG Notes as required under the MEG Note Indenture;

(d) Purchaser shall have deposited, or caused to be deposited, with the Depositary, sufficient funds and Purchaser Shares (or an irrevocable direction to the Depositary to issue Purchaser Shares in accordance with the Plan of Arrangement upon filing the Articles of Arrangement) to satisfy Purchaser's obligations under Section 2.6 of the Arrangement Agreement; and

(e) between the Agreement Date and the Effective Time, there shall not have occurred any changes, events, circumstances or developments that would reasonably be expected to have (individually or in the aggregate) a Material Adverse Effect on Purchaser.

The conditions in Section 6.3 of the Arrangement Agreement are for the exclusive benefit of MEG and may be asserted by MEG regardless of the circumstances or may be waived by MEG in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which MEG may have, including the right of MEG to rely on any other of such conditions.

***Termination of the Arrangement Agreement***

The Arrangement Agreement may be terminated at any time prior to the Effective Date:

(a) by mutual written agreement of the Parties;

(b) by either Party if:

(i) the MEG Shareholders fail to approve the MEG Transaction Resolution by the MEG Required Approval at the MEG Meeting in accordance with the Interim Order;

(ii) a change in Law is enacted, made, enforced or amended that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Parties from completing the Arrangement, and such Law has, if applicable, become final and non-appealable, on the condition that: (A) the Party seeking to terminate the Arrangement Agreement has used its reasonable commercial efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; and (B) the enactment, making, enforcement or amendment of such Law was not primarily due to the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement; or

(iii) the Effective Time shall not have occurred on or prior to the Outside Date, except that the right to terminate the Arrangement Agreement under Section 9.1(b)(iii) of the Arrangement Agreement shall not be available to a Party whose failure to fulfill any of its obligations under the Arrangement Agreement has been the principal cause of, or resulted in, the failure of the Effective Time to occur by such date;

(c) if any of the conditions set forth in Sections 6.1 (other than Section 6.1(b)) or 6.2 of the Arrangement Agreement in the case of Purchaser, or in Sections 6.1 (other than Section 6.1(b)) or 6.3 of the Arrangement Agreement, in the case of MEG, has not been satisfied or waived by the Outside Date or such condition is incapable of being satisfied by the Outside Date; provided that the Party seeking termination is in compliance with its obligations as provided in Section 6.4(b) of the Arrangement Agreement, if applicable, and on the condition that the failure to satisfy the particular condition precedent being relied upon as a basis for termination of the Arrangement Agreement did not occur as a result of a breach by the Party seeking to rely on the condition precedent of any of its covenants or obligations under the Arrangement Agreement;

(d) by Purchaser upon the occurrence of:

(i) a Purchaser Disposition Event (as defined below), as provided in Section 7.2(a), 7.2(b) or 7.2(c) of the Arrangement Agreement; or

(ii) a Purchaser Expense Reimbursement Event (as defined below) as provided in Section 7.3(a) of the Arrangement Agreement; or

(e) by MEG, upon the occurrence of a Purchaser Disposition Event as provided in Section 7.2(e) of the Arrangement Agreement.

*Notice and Effect of Termination*

The Party desiring to terminate the Arrangement Agreement pursuant to Section 9.1 of the Arrangement Agreement (other than pursuant to Section 9.1(c) of the Arrangement Agreement in circumstances in which Section 6.4(b) of the Arrangement Agreement is applicable and has been complied with) shall give written notice of such termination to the Other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

If the Arrangement Agreement is terminated in the circumstances set out in Section 9.1 of the Arrangement Agreement, the Arrangement Agreement shall forthwith become void and neither Party shall have any liability or further obligation to the Other Party thereunder, except with respect to the obligations set forth in Section 9.2, Sections 1.11, 3.3(h), 3.3(i) 3.7(b)(v), 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, and 7.11, Article 10 and Article 11 of the Arrangement Agreement, where applicable, which shall survive any termination thereof. Nothing contained in Section 9.2 of the Arrangement Agreement shall relieve either Party from liability for any fraud, or wilful or intentional breach of any provision of the Arrangement Agreement prior to the termination of the Arrangement Agreement. No termination of the Arrangement Agreement shall affect the obligations of the Parties pursuant to the Confidentiality Agreement, except to the extent specified therein.

***Termination Amounts***

*Cenovus Disposition of Rights*

If at any time after the execution and delivery of the Arrangement Agreement and prior to the termination of the Arrangement Agreement:

(a) the MEG Board (or any committee thereof): (i) fails to make the MEG Board Recommendation as required thereunder; (ii) changes, withdraws, withholds, amends, modifies or qualifies, or proposes publicly to change, withdraw, withhold, amend, modify or qualify, the MEG Board Recommendation in a manner adverse to Purchaser (it being understood that the taking of a neutral position or no position with respect to a publicly announced or publicly proposed Acquisition Proposal (including for clarity, the Original Strathcona Offer or any other Acquisition Proposal by or involving Strathcona or any Person or group or Persons acting jointly or in concert with Strathcona) beyond the earlier of a period of five (5) Business Days following such announcement or the date which is the day prior to the date proxies in respect of the MEG Meeting must be deposited shall be considered an adverse modification to such recommendation); (iii) fails to reaffirm publicly the MEG Board Recommendation: (A) in the manner and within the time period set out in Section 7.1(e) of the Arrangement Agreement; or (B) within five (5) Business Days after having been requested to do so by Purchaser; or (iv) resolves to do any of the foregoing, and the Arrangement Agreement is terminated pursuant to Section 9.1(d) of the Arrangement Agreement;

(b) MEG breaches any of its obligations under Section 7.1 of the Arrangement Agreement in any material respect and the Arrangement Agreement is terminated pursuant to Section 9.1(d) of the Arrangement Agreement;

(c) the MEG Board (or any committee thereof): (i) accepts, recommends, approves, agrees to, endorses or enters into, or proposes publicly to accept, recommend, approve, agree to, endorse or enter into, an agreement, understanding or letter of intent to implement the Original Strathcona Offer or any Acquisition Proposal; or (ii) fails to recommend unequivocally against acceptance of the Original Strathcona Offer or any Acquisition Proposal, and the Arrangement Agreement is terminated pursuant to Section 91.(d) of the Arrangement Agreement;

(d) the Arrangement Agreement is terminated by MEG or Purchaser pursuant to Section 9.1(b)(i) (*Failure to Obtain MEG Shareholder Approval*) or 9.1(b)(iii) of the Arrangement Agreement (*Occurrence of Outside Date*) and prior to such termination, an Acquisition Proposal, or an intention to make an Acquisition Proposal, for MEG has been publicly announced, proposed, disclosed, offered or made by any Person (other than Purchaser or its affiliates) and, within twelve (12) months following the date of such termination:

  (i) the MEG Board recommends any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such twelve (12) month period);

  (ii) MEG enters into a binding definitive agreement (other than a confidentiality and standstill agreement permitted by and in accordance with Section 71.(b) of the Arrangement Agreement) in respect of any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such twelve (12) month period); or

  (iii) any Acquisition Proposal is consummated with MEG,

  provided that in each case and notwithstanding Section 1.1(b) of the Arrangement Agreement the term "Acquisition Proposal" when used in Section 7.2(d) of the Arrangement Agreement (and for greater certainty only Section 7.2(d)) shall exclude the Original Strathcona Offer; or

(e) prior to approval of the MEG Transaction Resolution, if MEG enters into, or the MEG Board authorizes MEG to enter into, a definitive agreement (other than a confidentiality and standstill agreement) with respect to a Superior Proposal pursuant to Section 7.1(b)(ix) of the Arrangement Agreement, provided that MEG has

complied with its obligations set out in Section 7.1 of the Arrangement Agreement and the Arrangement Agreement is terminated pursuant to Section 9.1(e) thereof,

(each of the above, if not waived by Purchaser, being (upon expiration of the applicable cure period) thereinafter referred to as a "**Purchaser Disposition Event**"), MEG shall pay to Purchaser $242 million (the "**Purchaser Termination Amount**"), in consideration for the disposition of Purchaser's rights under the Arrangement Agreement, in immediately available funds, to an account designated by Purchaser, as follows:

(i) if the Purchaser Termination Amount is payable pursuant to Section 7.2(a), 7.2(b) or 7.2(c) of the Arrangement Agreement, the Purchaser Termination Amount shall be payable within two (2) Business Days following the occurrence of such Purchaser Disposition Event;

(ii) if the Purchaser Termination Amount is payable pursuant to Section 7.2(d) of the Arrangement Agreement, the Purchaser Termination Amount shall be payable upon the consummation of, the Acquisition Proposal referred to therein; or

(iii) if the Purchaser Termination Amount is payable pursuant to Section 7.2(e) of the Arrangement Agreement, the Purchaser Termination Amount shall be payable concurrently with the termination of the Arrangement Agreement.

MEG shall only be obligated to pay one Purchaser Termination Amount pursuant to Section 7.2 of the Arrangement Agreement.

*Purchaser Expense Reimbursement*

If the Arrangement Agreement is terminated by:

(a) Purchaser, if: (i) the Original Strathcona Offer is consummated or effected; and (ii) a Purchaser Disposition Event as outlined in Section 7.2 of the Arrangement Agreement has not occurred;

(b) Purchaser pursuant to Section 9.1(c) of the Arrangement Agreement (*Mutual Conditions and Conditions Precedents*) because of the failure of the condition in Section 6.2(b) of the Arrangement Agreement (*Representations and Warranties of MEG*); or

(c) Purchaser or MEG pursuant to Section 9.1(b)(iii) of the Arrangement Agreement (*Occurrence of Outside Date*) and at the time of such termination there exist a state of facts or circumstances that would cause the conditions set forth in Section 6.2(b) of the Arrangement Agreement (*Representations and Warranties of MEG*) not to be satisfied, notwithstanding the availability of any cure period,

(each of the above, if not timely cured, if applicable, or waived by Purchaser, being (upon expiration of the applicable cure period) thereinafter referred to as a "**Purchaser Expense Reimbursement Event**"), MEG shall pay to Purchaser $25 million (the "**Purchaser Expense Reimbursement Amount**"), in consideration the expenses incurred by Purchaser in connection with the Arrangement, in immediately available funds, to an account designated by Purchaser, provided that if Purchaser is in material breach of its obligations at the time of termination of the Arrangement Agreement such amount will not be payable. Notwithstanding anything to the contrary therein, no fees or amounts shall be payable by MEG under Section 7.3 of the Arrangement Agreement as a result of the occurrence of a Purchaser Expense Reimbursement Event if MEG has paid the Purchaser Termination Amount.

*MEG Disposition of Rights*

If at any time after the execution and delivery of the Arrangement Agreement and prior to the termination of the Arrangement Agreement:

(a) the Arrangement Agreement is terminated by either Party pursuant to Section 9.1(c) of the Arrangement Agreement (*Mutual Conditions and Conditions Precedent*) if the termination results solely as a result of the

failure to satisfy the condition in Section 6.1(f) of the Arrangement Agreement (*Illegality*) only insofar as such Order or Law is related to the Key Regulatory Approvals; or

(b) the Arrangement Agreement is terminated by either Party pursuant to Section 9.1(b)(iii) of the Arrangement Agreement (*Occurrence of Outside Date*), if as of the time of termination, the only conditions set forth in Section 6.1 (*Mutual Conditions Precedent*), 6.2 (*Additional Conditions to Obligations of Purchaser*) and 6.3 of the Arrangement Agreement (*Additional Conditions to Obligations of MEG*) that have not been satisfied or waived by MEG or Purchaser, as applicable are: (1) the condition in Section 6.1(e) of the Arrangement Agreement related to the Key Regulatory Approvals; (2) the condition in Section 6.1(f) of the Arrangement Agreement (*Illegality*) only insofar as such Order or Law is related to the Key Regulatory Approvals; and (3) the conditions that by their terms are to be satisfied at the Effective Time and that are capable of being satisfied,

(each of the above, if not timely cured, if applicable, or waived by MEG, being (upon expiration of the applicable cure period) thereinafter referred to as a "**MEG Disposition Event**"), Purchaser shall pay to MEG $242 million (the "**MEG Termination Amount**"), in consideration for the disposition of MEG's rights under the Arrangement Agreement, in immediately available funds, to an account designated by MEG, provided that if MEG is in material breach of its obligations at the time of termination of the Arrangement Agreement, such amount will not be payable. If a MEG Termination Amount is payable pursuant to Section 7.4 of the Arrangement Agreement, the MEG Termination Amount shall be paid within three (3) Business Days following the MEG Disposition Event. Purchaser shall only be obligated to pay one MEG Termination Amount pursuant to Section 7.4 of the Arrangement Agreement.

*MEG Expense Reimbursement*

If the Arrangement Agreement is terminated by:

(a) MEG pursuant to Section 9.1(c) of the Arrangement Agreement (*Mutual Conditions and Conditions Precedents*) because of the failure of the condition in Section 6.3(b) of the Arrangement Agreement (*Representations and Warranties of Purchaser*); or

(b) Purchaser or MEG pursuant to Section 9.1(b)(iii) of the Arrangement Agreement (*Occurrence of Outside Date*) and at the time of such termination there exist a state of facts or circumstances that would cause the conditions set forth in Section 6.3(b) of the Arrangement Agreement (*Representations and Warranties of Purchaser*) not to be satisfied, notwithstanding the availability of any cure period;

(each of the above, if not timely cured, if applicable, or waived by MEG, being (upon expiration of the applicable cure period) thereinafter referred to as a "**MEG Expense Reimbursement Event**"), Purchaser shall pay to MEG $25 million (the "**MEG Expense Reimbursement Amount**"), in consideration for the expenses incurred by MEG in connection with the Arrangement, in immediately available funds, to an account designated by MEG, provided that if MEG is in material breach of its obligations at the time of termination of the Arrangement Agreement such amount will not be payable. Notwithstanding anything to the contrary therein, no fees or amounts shall be payable by Purchaser under Section 7.5 of the Arrangement Agreement as a result of the occurrence of a MEG Expense Reimbursement Event if Purchaser has paid the MEG Termination Amount.

***Expenses***

Except as expressly set out in the Arrangement Agreement, each Party has agreed to bear its own fees, costs and expenses in connection with the transactions contemplated by the Arrangement Agreement and the Arrangement.

***Governing Law, Forum and Injunctive Relief***

The Arrangement Agreement is governed by and is to be interpreted and enforced in accordance with the Laws of the Province of Alberta and the federal Laws of Canada applicable therein. Pursuant to the Arrangement Agreement, the Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of Alberta in respect of all disputes arising under or in relation to the Arrangement Agreement.

Further, under the Arrangement Agreement the Parties have agreed that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of the Arrangement Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, subject to certain exclusions in the Arrangement Agreement, the Parties shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the Arrangement Agreement or the Confidentiality Agreement or to otherwise obtain specific performance of any provisions of the Arrangement Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

***Amendments and Waivers***

*Amendments*

Subject to the Interim Order, the Final Order and Applicable Laws, the Arrangement Agreement (other than the Plan of Arrangement, which may only be amended in accordance with Article 6.1 thereof) may, at any time and from time to time before or after the holding of the MEG Meeting, but prior to the Effective Time, be amended by written agreement of the Parties without further notice to, or authorization from, the MEG Shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of Purchaser or MEG thereunder;

(b) waive any inaccuracies in, or modify, any representation or warranty contained therein or in any document delivered pursuant thereto;

(c) waive compliance with, or modify, any of the covenants contained therein and waive or modify performance of any of the obligations of Purchaser or MEG thereunder; or

(d) waive satisfaction of, or modify, any of the conditions precedent set out therein,

on the condition that no such amendment reduces or modifies or otherwise changes the substance or form of the consideration to be received under the Arrangement by the MEG Shareholders without approval by the MEG Shareholders given in the same manner as required for the approval of the MEG Transaction Resolution.

*Waiver*

Either Party may: (a) extend the time for the performance of any of the obligations or other acts of the Other Party; (b) waive compliance with any of the Other Party's agreements or the fulfillment of any conditions to its own obligations contained therein; and (c) waive inaccuracies in any of the Other Party's representations or warranties contained therein or in any document delivered by the Other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and such waiver shall apply only to the specific matters identified in such instrument. No failure or delay by either Party in exercising any right, power or privilege under the Arrangement Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under the Arrangement Agreement.

***Shareholder Meeting***

MEG shall, subject to the terms of the Arrangement Agreement, use commercially reasonable efforts to convene and conduct the MEG Meeting (and cause the MEG Transaction Resolution to be voted on at the MEG Meeting) in accordance with the Interim Order, MEG's by-laws and Applicable Law on October 9, 2025 or as soon as reasonably practicable thereafter, but in any event not later than October 15, 2025.

Further, MEG shall solicit proxies to be voted at the MEG Meeting in favour of the approval of the MEG Transaction Resolution, and against any resolution submitted by any Person that is inconsistent with the MEG Transaction Resolution and the completion of any of the transactions contemplated by the Arrangement Agreement, and, if

requested by Cenovus, will retain a proxy solicitation firm to assist with its proxy solicitation. MEG has engaged Sodali & Co as proxy solicitation agent and strategic shareholder advisor for the MEG Meeting. Sodali & Co will coordinate distribution of materials under NI 54-101, conduct outreach to intermediaries and certain Beneficial Shareholders to solicit proxies/voting instructions, maintain a toll free investor line and email for inquiries, provide vote-tracking and analytics, and advise on customary market and proxy-advisory considerations. Proxies may also be solicited by directors, officers, employees and agents, who may be specifically remunerated therefor, by mail, telephone, email or other electronic means, or in person. MEG will bear the costs of solicitation. Sodali & Co will not provide investment, legal or tax advice to securityholders.

In addition, MEG shall permit Purchaser to, at Purchaser's expense, directly or through a proxy solicitation firm, actively solicit proxies in favour of the MEG Transaction Resolution and against any resolution submitted by any Person that is inconsistent with the MEG Transaction Resolution or the completion of any of the transactions contemplated in the Arrangement Agreement in compliance with Applicable Law.

MEG shall also provide Cenovus with a list of the registered holders of MEG Shares, participants and book-based nominee registrants such as CDS & Co., and non-objecting beneficial owners of MEG Shares, together with their addresses and respective holdings of MEG Shares, as applicable; and MEG shall, and shall instruct the registrar and transfer agent for the MEG Shares to, furnish Purchaser with such additional information, including updated or additional lists of MEG Shareholders and other assistance, as Purchaser may reasonably request from time to time in furtherance of the solicitation of proxies in respect of the MEG Meeting.

***Final Court Approval***

If the MEG Transaction Resolution is passed at the MEG Meeting as provided for in the Interim Order, MEG shall, as soon as reasonably practicable following the MEG Meeting but in any event not later than five (5) Business Days after the MEG Transaction Resolution is duly passed, submit the Arrangement to the Court and apply for the Final Order.

***Payment of Consideration***

Cenovus shall, on the Effective Date, following receipt of the Final Order and prior to the filing of the Articles of Arrangement with the Registrar pending only filing of the Articles of Arrangement, provide, or cause to be provided to the Depositary sufficient funds and Purchaser Shares (or an irrevocable direction to issue the Purchaser Shares in accordance with the Plan of Arrangement upon filing of the Articles of Arrangement) to be held in escrow (the terms and conditions of such escrow to be satisfactory to MEG and Purchaser, each acting reasonably) to satisfy the Aggregate Consideration payable to the MEG Shareholders in accordance with the Plan of Arrangement (other than, for greater certainty, Consideration for MEG Shareholders that have validly exercised Dissent Rights).

**Exchange Listings**

MEG is a reporting issuer under the Applicable Canadian Securities Laws of each of the Provinces and Territories of Canada. The MEG Shares are listed and posted for trading on the TSX under the symbol "MEG".

The TSX has conditionally approved listing of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement. Listing is subject to Cenovus fulfilling all of the listing requirements of the TSX. Purchaser has applied for listing on the NYSE of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement.

The closing price of the MEG Shares on the TSX on May 15, 2025, being the date on which Strathcona announced its intention to commence the Original Strathcona Offer, was $21.30. The closing price of the MEG Shares on the TSX on August 21, 2025, the last completed trading day prior to the public announcement of the Arrangement, was $27.56, and on September 8, 2025, the last completed trading day on the TSX before the date of this Circular, the closing price per MEG Share was $29.02.

Cenovus is a reporting issuer under the Applicable Canadian Securities Laws of each of the Provinces and Territories

of Canada. The Purchaser Shares are listed and posted for trading on the TSX under the symbol "CVE" and on the NYSE under the symbol "CVE".

The closing price of the Purchaser Shares on the TSX and the NYSE on August 21, 2025, the last completed trading day prior to the public announcement of the Arrangement, was $21.17 and US$15.21, respectively, and on September 8, 2025, the last completed trading day on the TSX and the NYSE before the date of this Circular, the closing price per Purchaser Share was $22.12 and US$16.01, respectively.

Following completion of the Arrangement, it is anticipated that the MEG Shares will be delisted from the TSX.

For information with respect to the trading history of the MEG Shares and the Purchaser Shares, see "*Information Concerning MEG Energy Corp. – Price Range and Volume of Trading of MEG Shares*" and "*Information Concerning Cenovus Energy Inc. – Market for Securities*", in Appendix G and Appendix H to this Circular, respectively.

**Securities Law Matters**

***Canada***

*General*

The Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement, will be issued in reliance on exemptions from the prospectus requirements of Applicable Canadian Securities Laws, will generally be "freely tradeable" and the resale of such Purchaser Shares will be exempt from the prospectus requirements (and not subject to any "restricted period" or "hold period") under Applicable Canadian Securities Laws if the following conditions are met: (a) the trade is not a control distribution (as defined in Applicable Canadian Securities Laws); (b) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade; (c) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and (d) if the selling shareholder is an insider or an officer of Cenovus, the selling shareholder has no reasonable grounds to believe that Cenovus is in default of securities legislation. **MEG Shareholders are urged to consult their legal advisors to determine the applicability to them of the resale restrictions prescribed by Applicable Canadian Securities Laws.**

*MI 61-101*

MEG is a reporting issuer in each of the Provinces and Territories of Canada and, accordingly, is subject to MI 61-101. MI 61-101 regulates certain types of transactions to ensure fair treatment among securityholders and generally requires enhanced disclosure, and in certain circumstances, minority approval (as described below), independent valuations and, in certain instances, approval and oversight of certain transactions by a special committee of independent directors. The protections afforded by MI 61-101 apply to "business combinations" (as defined in MI 61-101) which terminate the interests of securityholders without their consent.

If any "related party" (as defined in MI 61-101) of MEG is entitled to receive, directly or indirectly, a "collateral benefit" (as defined in MI 61-101) as a consequence of the Arrangement, the Arrangement may constitute a business combination for the purposes of MI 61-101 and the MEG Transaction Resolution may require "minority approval" (as defined in MI 61-101) in accordance with MI 61-101. If "minority approval" is required, MI 61-101 would require that, in addition to the approval of the MEG Transaction Resolution by not less than 66⅔% of the votes cast by the MEG Shareholders present in person or represented by proxy at the MEG Meeting, the MEG Transaction Resolution would also require the approval of a simple majority of votes cast by MEG Shareholders, excluding votes cast in respect of MEG Shares held by "related parties" who receive a "collateral benefit" (as such terms are defined in MI 61-101) as a consequence of the Arrangement.

A collateral benefit includes any benefit that a related party of MEG (which includes the directors, senior officers and control persons of MEG) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities, or other enhancement in benefits related to past or future services as an employee, director or consultant of MEG or another

person; however, such a benefit will not constitute a collateral benefit provided that certain conditions are satisfied. Under MI 61-101, a benefit received by a related party of MEG is not considered to be a collateral benefit if the benefit is: (a) a payment or distribution per MEG Share that is identical in amount and form to the entitlement of the general body of MEG Shareholders in Canada; or (b) received solely in connection with the related party's services as an employee, director or consultant of MEG or of an affiliated entity of MEG, and (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the Consideration paid to the related party for securities relinquished under the Arrangement; (ii) the conferring of the benefit is not, by its terms, conditional on the related party supporting the Arrangement in any manner; (iii) full particulars of the benefit are disclosed in this Circular; and (iv) (A) at the time the Arrangement was agreed to, the related party and its associated entities beneficially own or exercise control or direction over, less than 1% of the outstanding MEG Shares (calculated as set forth in MI 61-101), or (B) (I) the related party discloses to an independent committee of the MEG Board the amount of Consideration that the related party expects it will be beneficially entitled to receive, under the terms of the Arrangement, in exchange for the MEG Shares beneficially owned by the related party (which includes any MEG Shares received on exercise of vested equity incentives); (II) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value referred to in subclause (B)(I); and (III) the independent committee's determination is disclosed in this Circular.

In connection with the Arrangement, the outstanding MEG Incentives, some of which are held by MEG's directors and officers, will be treated as set forth under "*The Arrangement – MEG Incentives*" and all of MEG's executive officers are entitled to certain payments from MEG on termination of their employment relationship with MEG as set forth under "*Interests of Certain Persons or Companies in the Arrangement – Ownership of Securities of MEG*". MEG has considered whether any of these payments or other benefits to be received by the executive officers or directors of MEG would constitute a "collateral benefit" for the purposes of MI 61-101 such that the Arrangement would constitute a "business combination" under MI 61-101.

As disclosed under "*General Proxy Matters – Voting Securities of MEG and Principal Holders Thereof*" in this Circular, FMR LLC and Strathcona each hold over 10% of the issued and outstanding MEG Shares, but are not entitled to any additional payment in connection with the Arrangement.

MEG has determined that none of these benefits are "collateral benefits" for the purposes of MI 61-101, because: (a) the benefits are received by those individuals solely in connection with the their services as employees, directors or consultants of MEG or an affiliated entity of MEG; (b) the benefits are not conferred for the purpose, in whole or in part, of increasing the value of the Consideration paid to those individuals for their MEG Shares; (c) conferring of those benefits are not, by their terms, conditional on those individuals supporting the Arrangement in any manner; (d) full particulars of the benefits are disclosed in this Circular; and (e) no such individual – together with their associated entities beneficially owns or exercises control or direction over 1% or more of the outstanding MEG Shares at the date the proposed Arrangement was agreed to.

Accordingly, the Arrangement is not considered to be a "business combination" in respect of MEG and as a result, no minority approval is required for the MEG Transaction Resolution. In addition, since the Arrangement does not constitute a "business combination" for the purposes of MI 61-101, no formal valuation is required for the Arrangement under MI 61-101.

***United States***

The following discussion is a general overview of certain requirements of Applicable U.S. Securities Laws that may be applicable to MEG Shareholders in the United States. All MEG Shareholders in the United States are urged to consult with their own legal counsel to ensure that any subsequent resale of Purchaser Shares to be received in exchange for their MEG Shares pursuant to the Arrangement complies with applicable securities legislation.

Further information applicable to MEG Shareholders in the United States is disclosed under the heading "*Notice to MEG Shareholders in the United States*".

The following discussion does not address the Applicable Canadian Securities Laws that will apply to the issue of Purchaser Shares to MEG Shareholders in exchange for their MEG Shares or the resale of any such securities received in exchange for MEG Shares within Canada by MEG Shareholders in the United States. MEG Shareholders in the

United States reselling any such securities in Canada must comply with Applicable Canadian Securities Laws, as outlined elsewhere in this Circular.

*Exemption from the Registration Requirements of the U.S. Securities Act*

The Purchaser Shares to be issued, pursuant to the Arrangement, will not be registered under the U.S. Securities Act or the Applicable U.S. Securities Laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from the registration requirement of the U.S. Securities Act pursuant to Section 3(a)(10) thereof and exemptions provided under the Applicable U.S. Securities Laws of each state of the United States in which MEG Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts from the registration requirements under the U.S. Securities Act the issuance of securities issued in exchange for one or more *bona fide* outstanding securities where the terms and conditions of the issuance and exchange of such securities have been approved, after a hearing upon the substantive and procedural fairness of the terms and conditions of the relevant transaction, at which all Persons to whom it is proposed such securities will be issued shall have the right to appear and receive timely and adequate notice thereof, by a court of competent jurisdiction that is expressly authorized by Law to grant such approval. The Court is authorized to conduct a hearing at which the procedural and substantive fairness of the terms and conditions of the Arrangement will be considered. Under the Arrangement Agreement, MEG submitted the Plan of Arrangement to the Court on September 9, 2025 for the Interim Order after informing the Court of the intention to rely upon the exemption from the registration requirement of the U.S. Securities Act pursuant to Section 3(a)(10) thereof, and permitting notice to all Persons to which the Purchaser Shares will be issuable. The Court granted the Interim Order on September 9, 2025, and, subject to the approval of the MEG Transaction Resolution by MEG Shareholders and satisfaction of certain other conditions, a hearing on the Arrangement is expected to be held on or about October 14, 2025, by the Court. Following the approval of the MEG Transaction Resolution, and a hearing at which all Persons to whom it is proposed the Purchaser Shares will be issued shall have the right to appear and be heard, provided that they satisfy the applicable conditions set forth in the Interim Order, MEG will seek the Final Order from the Court as to the substantive and procedural fairness of the terms and conditions of the Plan of Arrangement. Such Final Order is a condition to the consummation of the Plan of Arrangement and the issuance of the Purchaser Shares and if granted, will constitute the basis for the exemption from the registration requirement of the U.S. Securities Act pursuant to Section 3(a)(10) thereof with respect to Purchaser Shares to be issued to MEG Shareholders in exchange for their MEG Shares pursuant to the Arrangement upon completion of the Arrangement. The Court has been informed of this effect of the Final Order. Notwithstanding such Final Order, the Arrangement does not become effective until the filing of the Articles of Arrangement by MEG. MEG therefore anticipates that, if the Plan of Arrangement becomes effective under the terms and conditions described in the Arrangement Agreement (including the receipt of such Final Order from the Court), the issuance of the Purchaser Shares to the MEG Shareholders pursuant to the Arrangement will be exempt from the registration requirement under the U.S. Securities Act pursuant to Section 3(a)(10) thereof.

*Resales of Purchaser Shares After the Effective Time*

The Purchaser Shares to be received by MEG Shareholders in exchange for their MEG Shares pursuant to the Arrangement will be freely transferable under Applicable U.S. Securities Laws, except by persons who are "affiliates" (as defined in Rule 144) of Cenovus after the Effective Date, or were "affiliates" of Cenovus within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by Contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Typically, persons who are executive officers, directors or 10% or greater shareholders of an issuer are considered to be its "affiliates".

Any resale of Purchaser Shares by such an "affiliate" or former "affiliate" may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom, such as the exemption contained in Rule 144 or the safe harbor provided by Rule 904 of Regulation S under the U.S. Securities Act.

**Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders**

***General***

Under the terms of the Arrangement Agreement, MEG Shareholders (other than registered MEG Shareholders who properly exercise their Dissent Rights) will receive $27.25 in total consideration per MEG Share. Each MEG Shareholder shall be entitled to elect to receive: (i) $27.25 in cash per MEG Share; (ii) 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum. As such, enclosed with the Circular for registered MEG Shareholders is a Letter of Transmittal and Election Form containing instructions for registered MEG Shareholders on how to exchange your MEG Shares. Such election is made by depositing with the Depositary, prior to the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such registered MEG Shareholder's election, which, when properly completed and duly executed and returned together with a certificate(s) or DRS Advice(s) representing MEG Shares and all other required documents, will enable each MEG Shareholder (other than Dissenting Shareholders) to obtain the Consideration such former MEG Shareholder is entitled to under the Arrangement. Notwithstanding the election for cash and/or Purchaser Shares made by a MEG Shareholder, such MEG Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections (including deemed elections) made by all MEG Shareholders.

**The enclosed Letter of Transmittal and Election Form provides an explanation as to how registered MEG Shareholders deposit and obtain the Consideration such MEG Shareholder is entitled to under the Arrangement. Failure to complete a Letter of Transmittal and Election Form prior to the Election Deadline, being 4:30 p.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 4:30 p.m. (Calgary time) on the Business Day that is two Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be) will result in a deemed election by such MEG Shareholder to receive: (i) the Cash Consideration for 75% of the MEG Shares held by such MEG Shareholder; and (ii) the Share Consideration for 25% of the MEG Shares held by such MEG Shareholder, subject to rounding and proration based on the Cash Maximum and the Share Maximum.**

For registered MEG Shareholders that have deposited a Letter of Transmittal and Election Form together with the certificate(s) and/or DRS Advice(s) prior to the Effective Date, you will not receive your Consideration under the Arrangement until at least three Business Days after the date the Arrangement becomes effective. For MEG Shareholders that deposit a Letter of Transmittal and Election Form together with the certificate(s) and/or DRS Advice(s) on or after the Effective Date, the Consideration will be received as soon as practicable after such deposit.

Only registered MEG Shareholders are required to submit a Letter of Transmittal and Election Form. **If you are a Beneficial Shareholder holding your MEG Shares through an intermediary/broker, you should contact that intermediary/broker for instructions and assistance in receiving the Consideration for your MEG Shares and carefully follow any instructions provided to you by such intermediary/broker.**

From and after the Effective Time, all certificate(s) and/or DRS Advice(s) that represented MEG Shares immediately prior to the Effective Time will cease to represent any rights with respect to MEG Shares and will only represent the right to receive upon proper surrender thereof with the Depositary in accordance with the Plan of Arrangement, the aggregate Consideration to which such former holder of MEG Shares is entitled under the Arrangement (less any Withholding Taxes) or, in the case of Dissenting Shareholders, the right to receive fair value for their MEG Shares represented by such certificate(s) and/or DRS Advice(s).

The Cash Consideration per MEG Share and/or certificates or DRS Advices representing the appropriate number of Purchaser Shares to be transferred to a former MEG Shareholder who has complied with the procedures set forth above will, as soon as practicable after the later of the Effective Date and the date of deposit of a former holder of MEG Shares acquired by Cenovus under the Arrangement of a duly completed Letter of Transmittal and Election Form, and the certificate(s) or DRS Advice(s) representing such MEG Shares and all other required documents: (i) be forwarded by the Depositary to the holder at the address specified in the Letter of Transmittal and Election Form by first class prepaid mail; or (ii) be made available at the offices of the Depositary for pick up by the holder as requested by the holder in the Letter of Transmittal and Election Form.

**Any use of mail to transmit certificate(s) and/or DRS Advice(s) representing MEG Shares, the Letter of Transmittal and Election Form and all other documents as required by the Plan of Arrangement is at each holder's risk. If these documents are mailed, it is recommended that registered mail, with return receipt requested, properly insured, be used.**

The Depositary will receive reasonable and customary compensation from MEG for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities, including liability under applicable Securities Laws and expenses in connection therewith.

***Rights of Holders***

Until a MEG Shareholder surrenders the certificate(s) and/or DRS Advice(s) for MEG Shares, the duly completed and signed Letter of Transmittal and Election Form and the documents and instruments reasonably required by the Depositary in accordance with the Plan of Arrangement, each certificate or DRS Advice that immediately prior to the Effective Time represented MEG Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the aggregate Consideration to which such former holder of MEG Shares is entitled under the Arrangement (less any Withholding Taxes) or, as to those certificates and/or DRS Advices held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement, the right to receive the fair value of the MEG Shares represented by such certificate(s) and/or DRS Advice(s) as set out in the Plan of Arrangement.

***Form and Eligibility***

All questions as to validity, form, eligibility (including timely receipt), and acceptance of any MEG Shares deposited pursuant to the Arrangement will be determined by Cenovus in its sole discretion. Depositing MEG Shareholders agree that such determination shall be final and binding. Cenovus reserves the absolute right to reject any and all deposits which it determines not to be in proper form or which may be unlawful for it to accept under the Laws of any jurisdiction. Cenovus reserves the absolute right to waive any defect or irregularity in the deposit of MEG Shares. There shall be no duty or obligation on Cenovus, MEG or the Depositary or any other person to give notice of any defect or irregularity in any deposit of MEG Shares and no liability shall be incurred by any of them for failure to give such notice.

***Lost Certificates***

If any certificate which immediately prior to the Effective Time represented an interest in one or more outstanding MEG Share that was transferred pursuant to Section 3.1 of the Plan of Arrangement has been lost, stolen or destroyed, upon satisfying such reasonable requirements as may be imposed by Purchaser and the Depositary in relation to the issuance of replacement share certificates, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the Consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement, deliverable in accordance with such holder's Letter of Transmittal and Election Form. The Person who is entitled to receive such Consideration shall, as a condition precedent to the receipt thereof, give a bond satisfactory to each of Purchaser, MEG and their respective transfer agents in such form as is satisfactory to Purchaser, MEG and their respective transfer agents, or shall otherwise indemnify Purchaser, MEG and their respective transfer agents, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed. Alternatively, MEG Shareholders whose certificates representing MEG Shares have been lost, stolen or destroyed may participate in Computershare's blanket bond program with Aviva Insurance Company of Canada by completing Box D of the Letter of Transmittal and Election Form and submitting the applicable certified cheque or money order payable to Computershare Investor Services, Inc.

***Distributions with Respect to Unsurrendered Certificates***

No dividend or other distribution declared or made after the Effective Time with respect to Purchaser Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered MEG Share certificate or DRS Advice which, immediately prior to the Effective Time, represented outstanding MEG Shares unless and until

the holder of such certificate or DRS Advice shall have complied with the provisions of Section 5.1 or Section 5.2 of the Plan of Arrangement. Subject to Applicable Law and to Section 5.4 of the Plan of Arrangement, at the time of such compliance, a MEG Shareholder entitled to receive Purchaser Shares shall receive, in addition to the delivery of a certificate or DRS Advice representing the Purchaser Shares a cheque for the amount of the dividend or other distribution with a record date after the Effective Time, without interest, theretofore paid with respect to such Purchaser Shares.

***Withholding Taxes***

MEG, Purchaser and the Depositary shall be entitled to deduct or withhold from any Consideration payable (including from any Purchaser Shares issuable) to any Person pursuant to the Arrangement, such amounts (whether in cash or Purchaser Shares) as MEG, Purchaser or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment, issuance or transfer, as the case may be, under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax Law ("**Withholding Taxes**"). To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to such Person in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts (or net proceeds therefrom) are timely remitted to the appropriate Governmental Authority. Any of MEG, Purchaser or the Depositary is hereby authorized to sell or otherwise dispose of any Purchaser Shares issuable pursuant to the Arrangement as is necessary to provide sufficient funds to MEG, Purchaser or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and none of MEG, Purchaser or the Depositary shall be liable to any Person for any deficiency in respect of any proceeds received, and MEG, Purchaser or the Depositary, as applicable, shall notify the holder thereof and remit to the holder thereof any unapplied balance of the net proceeds of such sale.

***Proration***

The Plan of Arrangement provides that the maximum number of Purchaser Shares that may, in the aggregate, be transferred to MEG Shareholders in consideration for MEG Shares shall not exceed 84,262,724 Purchaser Shares, and the aggregate Cash Consideration to be paid to MEG Shareholders in consideration for MEG Shares shall not exceed $5,198,851,090.31. The Plan of Arrangement includes pro-rationing provisions that will deem MEG Shareholders to have elected to receive Purchaser Shares if the Cash Maximum is exceeded or to have elected to receive the Cash Consideration per Share if the Share Maximum is exceeded.

In the event that the Aggregate Shares Elected exceeds the Share Maximum, then the amount of Share Consideration issuable by Purchaser to each Share Electing Shareholder or Combination Electing Shareholder shall be determined by multiplying (A) the fraction, rounded to the nearest eight decimal places, equal to the Share Maximum divided by the Aggregate Shares Elected, by (B) the number of Purchaser Shares that would otherwise be received pursuant to Sections 3.1(c)(ii) or 3.1(c)(iii) of the Plan of Arrangement, and each such Share Electing Shareholder or Combination Electing Shareholder shall be deemed to be a Combination Electing Shareholder and to have elected to receive Combined Consideration under Section 3.1(c)(iii) of the Plan of Arrangement in exchange for such holder's MEG Shares comprised of: Share Consideration for such number of their MEG Shares, as is equal to the amount of Share Consideration issuable to such holder, as adjusted in accordance with Section 3.1(d)(ii) of the Plan of Arrangement, divided by the Exchange Ratio, and Cash Consideration for the balance of such holder's MEG Shares.

In the event that the Aggregate Cash Elected exceeds the Cash Maximum, the amount of Cash Consideration payable by Purchaser to each Cash Electing Shareholder or Combination Electing Shareholder shall be determined by multiplying (A) the fraction, rounded to the nearest eight decimal places, equal to the Cash Maximum divided by the Aggregate Cash Elected, by (B) the amount of cash that would otherwise be received by such Cash Electing Shareholder or Combination Electing Shareholder pursuant to Sections 3.1(c)(i) or 3.1(c)(iii) of the Plan of Arrangement, and each such Cash Electing Shareholder or Combination Electing Shareholder shall be deemed to be a Combination Electing Shareholder and to have elected to receive Combined Consideration under Section 3.1(c)(iii) of the Plan of Arrangement in exchange for such holder's MEG Shares comprised of: Cash Consideration for such number of their MEG Shares, rounded down to the nearest whole cent, as is equal to the amount of cash received by such holder, as adjusted in accordance with Section 3.1(d)(i) of the Plan of Arrangement, divided by the Cash Offer Price, and Share Consideration for the balance of such holder's MEG Shares.

Each of the Share Maximum and the Cash Maximum will be proportionately decreased to reflect MEG Shares for which Dissent Rights have been validly exercised and which exercises remains valid immediately prior to the Effective Time (if any). The Share Maximum will be reduced by an amount equal to 0.25 multiplied by the product of: (i) the MEG Shares in respect of which Dissent Rights have been validly exercised; and (ii) 1.325. The Cash Maximum will be reduced by an amount equal to 0.75 multiplied by the product of: (i) the MEG Shares in respect of which Dissent Rights have been validly exercised; and (ii) $27.25.

***No Fractional Purchaser Shares or Cash Consideration***

No fractional Purchaser Shares will be issued under the Plan of Arrangement. Where the aggregate number of Purchaser Shares to be issued to a former MEG Shareholder in connection with the Arrangement would result in a fraction of a Purchaser Share being issuable, such former MEG Shareholder shall receive, in lieu of such fractional Purchaser Share, the nearest whole number of Purchaser Shares, as applicable and subject to rounding and proration based on the Cash Maximum and the Share Maximum. In the event a former MEG Shareholder would otherwise be entitled to a fractional Purchaser Share under the Plan of Arrangement, the number of Purchaser Shares issuable to such MEG Shareholder will be rounded up to the next whole number of Purchaser Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of Purchaser Shares if the fractional entitlement is less than 0.5. In calculating fractional interests, all MEG Shares registered in the name of or beneficially held by such MEG Shareholder or its nominee(s), shall be aggregated.

Notwithstanding anything contained in the Arrangement Agreement, if the aggregate cash amount which a former MEG Shareholder is entitled to receive pursuant to the Plan of Arrangement would otherwise include a fraction of $0.01, then the aggregate cash amount to which such former MEG Shareholder is entitled to receive shall be rounded to the nearest whole $0.01.

***Termination of Rights***

Subject to any Applicable Laws relating to unclaimed personal property, any certificate and/or DRS Advice formerly representing MEG Shares that is not deposited, together with all other documents required by the Plan of Arrangement, on or before the last Business Day before the third anniversary of the Effective Date, and any right or claim by or interest of any kind or nature, including the right of a former MEG Shareholder to receive certificates or a DRS Advice representing the Purchaser Shares to which such holder is entitled pursuant to the Arrangement, shall terminate and be deemed to be surrendered and forfeited to Purchaser for no Consideration, together with all entitlements to dividends, distributions and interest thereon. In such case, such Consideration shall be returned to Purchaser for cancellation.

***Return of MEG Shares***

In the event that the Arrangement does not proceed, MEG Shares transmitted with a related Letter of Transmittal and Election Form will be returned to MEG Shareholders at the name and address specified in the Letter of Transmittal and Election Form by ordinary mail or, if no name or address is specified, at such name and such address as is shown on the register maintained by Computershare, as transfer agent for the MEG Shares.

***Mail Service Interruption***

Notwithstanding the information in this Circular or the provisions of the Letter of Transmittal and Election Form, the Arrangement Agreement or Plan of Arrangement, the Share Consideration to be delivered to MEG Shareholders will not be mailed if Cenovus determines that delivery thereof by mail may be delayed. Persons entitled to the Share Consideration that are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary at which the deposited MEG Shares in respect of which certificates and/or DRS Advices are being issued were originally deposited upon application to the Depositary until such time as Cenovus has determined that delivery by mail will no longer be delayed. Notwithstanding the foregoing, the Share Consideration not mailed for the foregoing reason will be conclusively deemed to have been delivered on the first day upon which they are available for delivery at the office of the Depositary at which the MEG Shares were deposited and payment for those MEG Shares shall be deemed to have been immediately made upon such deposit.

None of MEG, Cenovus or the Depositary are liable for failure to notify MEG Shareholders, nor do they have any obligation to notify MEG Shareholders, who make a deficient deposit with the Depositary.

## INTERESTS OF CERTAIN PERSONS OR COMPANIES IN THE ARRANGEMENT

Except as described below, management of MEG is not aware of any material interest direct or indirect, by way of beneficial ownership or otherwise of any director or executive officer of MEG, or anyone who has held office as such since the beginning of MEG's last financial year or of any associate or affiliate of any of the foregoing in the Arrangement.

### MEG Shares

As at September 8, 2025, the directors and executive officers of MEG and their associates beneficially own, control or direct, directly or indirectly, an aggregate of 1,262,286 MEG Shares, representing approximately 0.496% of the outstanding MEG Shares (on a non-diluted basis). Pursuant to MEG Support Agreements, the directors and executive officers of MEG agreed with Cenovus to, among other things, vote such MEG Shares in favour of the MEG Transaction Resolution. See "*The Arrangement – MEG Support Agreements*".

All of the MEG Shares held by such directors and executive officers of MEG and their associates will be exchanged in the same fashion under the Arrangement as MEG Shares held by any other MEG Shareholder.

### MEG Incentives

As at September 8, 2025, the directors and executive officers of MEG held an aggregate of: (a) 715,600 MEG DSUs, representing approximately 100% of the outstanding MEG DSUs; (b) 469,081 MEG Cash-Settled PSUs, representing 90.74% of the outstanding MEG Cash-Settled PSUs; (c) 219,258 MEG Treasury-Settled PSUs, representing 22.59% of the outstanding MEG Treasury-Settled PSUs; and (d) 356,855 MEG Treasury-Settled RSUs, representing 21.82% of the outstanding MEG Treasury-Settled RSUs.

At the Effective Time, the number of MEG Cash-Settled PSUs will be increased by 234,746 to 751,691, and the number of MEG Treasury-Settled PSUs will be increased by 402,938 to 1,373,481, in each case, for performance factors approved by the MEG Board. As at the Effective Date, the directors and executive officers of MEG are expected to hold an aggregate of: (a) 686,069 MEG Cash-Settled PSUs, representing 91.27% of the then outstanding MEG Cash-Settled PSUs; and (b) 358,895 MEG Treasury-Settled PSUs, representing 26.13% of the then outstanding MEG Treasury-Settled PSUs.

For further information on the treatment of such MEG Incentives, see "*The Arrangement – MEG Incentives*".

Pursuant to the MEG Support Agreements, the Supporting MEG Shareholders have agreed, in their capacities as holders of certain MEG Incentives, that, to the extent that any MEG Incentives have any voting rights, any such voting rights are, under the MEG Support Agreements, voted in favour of the Arrangement and the MEG Transaction Resolution.

See "*The Arrangement – MEG Support Agreements*".

If the Arrangement is completed, the directors and executive officers of MEG and their associates will receive Purchaser Shares and Cash Consideration based on their MEG Shares and cash for their MEG Incentives held. The MEG Shares and MEG Incentives held by each director, executive officer and insider of MEG are set out in the table below under "*Ownership of Securities of MEG*". For further information on the treatment of the MEG Incentives, see "*The Arrangement – MEG Incentives*".

### Employment Agreements

MEG is party to the MEG Executive Employment Agreements, which include change of control provisions, with certain members of MEG's management.

***Termination and Change of Control Benefits***

The termination and change of control payments contained within the MEG Executive Employment Agreements are summarized below.

Pursuant to the MEG Executive Employment Agreements, if terminated without just cause, each executive officer would be entitled to severance payments including:

(a) one and a half times (two times for the President and Chief Executive Officer and the Chief Financial Officer) their annual salary and perk allowance; plus

(b) an amount equal to their average discretionary bonus payment in the two full calendar years prior to the year in which the change of control occurs (or if the executive officer has been employed for less than two full calendar years, an amount equal to 50% of their annual base salary) multiplied by the amount determined in (a) (two times for the President and Chief Executive Officer and the Chief Financial Officer); plus

(c) an amount equal to 27% of their current salary, multiplied by the amount determined in (a) (two times for the President and Chief Executive Officer and the Chief Financial Officer) to account for loss of benefits and participation in MEG's employee savings plan.

If the executive officer is terminated on a without cause basis, all outstanding MEG RSUs and MEG PSUs shall continue to vest for a period of eighteen months (twenty-four months for the President and Chief Executive Officer and Chief Financial Officer) following such executive officer's termination date and shall be paid out in accordance with such executive officer's MEG Executive Employment Agreement, the MEG RSU Plans and the applicable grant agreements.

However, pursuant to the Arrangement Agreement, it is anticipated that each of the executive officers of MEG that are party to an MEG Executive Employment Agreement with MEG will be terminated at the Effective Time and the Arrangement Agreement provides that all outstanding MEG RSUs, MEG PSUs and MEG DSUs held by such individuals will be paid out in cash to such individuals, as set forth in the Arrangement Agreement, effective and conditional upon the completion of the Arrangement.

If the Arrangement is completed and the executive officers are terminated without just cause at the Effective Time, the executive officers will, in the aggregate, receive approximately $54,858,264 in severance (which amounts includes payments for their MEG RSUs, MEG PSUs and MEG DSUs) in connection with the Arrangement.

The executive severance to be received by each executive officer is set out in the table below under "*Ownership of Securities of MEG*".

**Continuing Insurance Coverage for Directors and Officers of MEG**

Prior to the Effective Time, MEG may purchase customary "tail" policies of directors' and officers' liability insurance having a coverage period beginning at the Effective Time and continuing for a period up to six years from and after the Effective Date.

All rights to indemnification, expense reimbursement or exculpation existing as of the Agreement Date in favour of present and former officers and directors of MEG will survive the completion of the Arrangement and MEG and any successor to MEG has agreed not to take any action to terminate or adversely affect, and will fulfill its obligations pursuant to, expense advancement and exculpation arrangements and indemnities provided or available to or in favour of past and present officers and directors of MEG pursuant to the provisions of the articles, by-laws or other constating documents of MEG, applicable corporate legislation and any written indemnity agreements (and each of them), which have been entered into between MEG and its past or current officers or directors effective on or prior to the Agreement Date.

From and after the Effective Time, if Cenovus or any of its successors or assigns: (a) consolidates or amalgamates with or merges into another Person and shall not be the continuing or surviving company or entity of such consolidation, merger or amalgamation; or (b) transfers all or substantially all of its properties and assets to any Person, Cenovus shall ensure that any resulting entity or assign assumes the foregoing obligations set forth in the Arrangement Agreement and acknowledges that such rights shall continue in full force and effect following the Effective Time in accordance with their terms.

**Purchaser Shares**

As at the Record Date, MEG did not beneficially own, control or direct, directly or indirectly, any Purchaser Shares. As at the Record Date, the directors and executive officers of MEG beneficially owned, controlled and directed, directly or indirectly, in aggregate, less than 0.1% of the issued and outstanding Purchaser Shares.

**Ownership of Securities of MEG**

To the knowledge of MEG, after reasonable inquiry, the following table indicates, as at September 8, 2025, the number of securities of MEG beneficially owned or over which control or direction is exercised, by each director and executive officer of MEG and the percentage such number of securities represents of the applicable total outstanding number of such securities. The following table also includes the interests of the directors and executive officers of MEG in the Arrangement. The MEG Board was aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by MEG Shareholders.

| Name and Position | Number / Percentage of MEG Shares held[1] | Number / Percentage of MEG Treasury-Settled RSUs held[2] | Number / Percentage of MEG Treasury-Settled PSUs held[3] | Number / Percentage of MEG Cash-Settled PSUs held[4] | Number / Percentage of MEG DSUs held[5] | Number of Purchaser Shares Issuable Pursuant to the Arrangement (in exchange for MEG Shares) [6] | Cash Consideration to be Paid Pursuant to the Arrangement (in exchange for MEG Shares) [7] | Cash to be Paid at the Effective Time of the Arrangement Pursuant to MEG Incentives / Severance Payments [8] |
|---|---|---|---|---|---|---|---|---|
| **Darlene M. Gates**<br>President & Chief Execution Officer, Director | 131,757 / 0.052% | 99,184 / 6.06% | 55,045 / 5.67% | 148,456 / 28.72% | - | 43,645 | $2,692,783.69 | $14,781,713 |
| **Ryan Kubik**<br>Chief Financial Officer | 60,065 / 0.024% | 50,002 / 3.06% | 37,540 / 3.87% | 71,769 / 13.88% | - | 19,897 | $1,227,578.44 | $8,532,263 |
| **Lyle Yuzdepski**<br>Senior Vice President, Legal & Corporate Development | 30,722 / 0.012% | 28,750 / 1.76% | 23,495 / 2.42% | 40,671 / 7.87% | - | 10,177 | $627,880.88 | $5,196,562 |
| **Dave Granger**<br>Senior Vice President, Human Resources | 30,509 / 0.012% | 23,941 / 1.46% | 18,162 / 1.87% | 34,009 / 6.58% | - | 10,106 | $623,527.69 | $4,379,867 |

| Name and Position | Number / Percentage of MEG Shares held[1] | Number / Percentage of MEG Treasury-Settled RSUs held[2] | Number / Percentage of MEG Treasury-Settled PSUs held[3] | Number / Percentage of MEG Cash-Settled PSUs held[4] | Number / Percentage of MEG DSUs held[5] | Number of Purchaser Shares Issuable Pursuant to the Arrangement (in exchange for MEG Shares) [6] | Cash Consideration to be Paid Pursuant to the Arrangement (in exchange for MEG Shares) [7] | Cash to be Paid at the Effective Time of the Arrangement Pursuant to MEG Incentives / Severance Payments [8] |
|---|---|---|---|---|---|---|---|---|
| **Erik Alson**<br>Senior Vice President, Marketing | 51,853 / 0.020% | 24,483 / 1.50% | 19,411 / 2.00% | 34,874 / 6.75% | - | 17,176 | $1,059,745.69 | $4,488,462 |
| **Tom Gear**<br>Senior Vice President, Oilsands | 30,207 / 0.012% | 26,050 / 1.59% | 19,068 / 1.96% | 37,255 / 7.21% | - | 10,006 | $617,355.56 | $4,618,777 |
| **Jim Campbell**<br>Vice President, Communications & External Relations | 3,749 / 0.001% | 15,072 / 0.92% | 12,345 / 1.27% | 21,334 / 4.13% | - | 1,242 | $76,620.19 | $2,900,028 |
| **Garth Castren**<br>Vice President, Corporate Development & Strategy | 5,848 / 0.002% | 13,738 / 0.84% | 1,997 / 0.21% | 19,004 / 3.68% | - | 1,937 | $119,518.50 | $2,549,165 |
| **Mike Dlugan**<br>Vice President, Development | 4,644 / 0.002% | 20,886 / 1.28% | 14,373 / 1.48% | 30,578 / 5.92% | - | 1,538 | $94,911.75 | $3,553,045 |
| **Mark Telang**<br>Vice President, Engineering & Projects | 21,145 / 0.008% | 21,954 / 1.34% | 17,822 / 1.84% | 31,131 / 6.02% | - | 7,004 | $432,150.94 | $3,858,381 |
| **Gary A. Bosgoed**<br>Director | 1,359 / 0.001% | - | - | - | 22,584 / 3.16% | 450 | $27,774.56 | $616,491 |
| **Robert B. Hodgins**<br>Director | 17,491 / 0.007% | 5,564 / 0.34% | - | - | 94,156 / 13.16% | 5,794 | $357,472.31 | $2,722,125 |
| **Kim Lynch Proctor**<br>Director | 29,751 / 0.012% | 5,564 / 0.34% | - | - | 23,160 / 3.24% | 9,855 | $608,036.06 | $784,099 |
| **Susan M. MacKenzie**<br>Director | 40,000 / 0.016% | 5,564 / 0.34% | - | - | 61,493 / 8.59% | 13,250 | $817,500.00 | $1,830,501 |
| **Michael G. McAllister**<br>Director | 23,673 / 0.009% | 4,078 / 0.25% | - | - | 4,585 / 0.64% | 7,842 | $483,816.94 | $236,480 |
| **Jeffrey J. McCaig**<br>Director | 699,150 / 0.275% | - | - | - | 221,803 / 31.00% | 231,593 | $14,288,878.13 | $6,054,709 |

| Name and Position | Number / Percentage of MEG Shares held[(1)] | Number / Percentage of MEG Treasury-Settled RSUs held[(2)] | Number / Percentage of MEG Treasury-Settled PSUs held[(3)] | Number / Percentage of MEG Cash-Settled PSUs held[(4)] | Number / Percentage of MEG DSUs held[(5)] | Number of Purchaser Shares Issuable Pursuant to the Arrangement (in exchange for MEG Shares) [(6)] | Cash Consideration to be Paid Pursuant to the Arrangement (in exchange for MEG Shares) [(7)] | Cash to be Paid at the Effective Time of the Arrangement Pursuant to MEG Incentives / Severance Payments [(8)] |
|---|---|---|---|---|---|---|---|---|
| **James D. McFarland** Director, Chair of the MEG Board | 17,126 / 0.007% | 6,281 / 0.38% | - | - | 147,500 / 20.61% | 5,673 | $350,012.63 | $4,197,866 |
| **Diana J. McQueen** Director | 40,477 / 0.016% | 4,560 / 0.28% | - | - | 127,216 / 17.78% | 13,408 | $827,248.69 | $3,597,180 |
| **Robert R. Rooney** Director | 22,760 / 0.009% | 1,184 / 0.07% | - | - | 13,103 / 1.83% | 7,539 | $465,157.50 | $390,002 |
| **Former Directors and Executive Officers of MEG[(9)]** | - | 28,149 / 1.72% | 101,746 / 10.48% | 12,985 / 2.51% | - | - | - | $3,900,294 |
| **Total**: | **1,262,286 / 0.496%** | **385,004 / 23.54%** | **321,004 / 33.07%** | **482,066 / 93.25%** | **715,600 / 100%** | **418,132** | **$25,797,970.13** | **$79,188,011** |

**Notes:**

(1) Reflects the number of MEG Shares and MEG Incentives held as of September 8, 2025. As of September 8, 2025, there were 254,378,035 MEG Shares outstanding.

(2) As of September 8, 2025 there were 1,635,433 MEG Treasury-Settled RSUs outstanding.

(3) As of September 8, 2025, there were 970,543 MEG Treasury-Settled PSUs outstanding, which excludes the adjustment due to application of performance factors, to occur immediately prior to the Effective Time. See "*MEG Incentives*" above.

(4) As of September 8, 2025, there were 516,945 MEG Cash-Settled PSUs outstanding, which excludes the adjustment due to application of performance factors, to occur immediately prior to the Effective Time. See "*MEG Incentives*" above.

(5) As of September 8, 2025, there were 715,600 MEG DSUs outstanding.

(6) Assuming deemed election of 25% Share Consideration.

(7) Assuming deemed election of 75% Cash Consideration.

(8) Reflects payout of such executive officer's or director's MEG Incentives, which is a Settlement Price (as defined in the Arrangement Agreement) of approximately $27.298, assuming a Purchaser Share price of $20.71 (based on the 5-day volume weighted average share price of the Purchaser Shares on the TSX ending on the day prior to the date on which the Arrangement was announced). The Settlement Price for the purposes of settling the MEG Incentives will be determined based the 5-day volume weighted average share price of the Purchaser Shares on the TSX ending on the day prior to the date the Arrangement is completed. With respect to executive officers only, also includes the aggregate cash payment (prior to withholdings) to be paid to each executive officer listed in the table above if they were to be terminated on an estimated Effective Date of October 15, 2025, and if such executive officer's employment with MEG was terminated on a without cause basis on such date, including in respect of salary, bonus, benefits and perquisites over the applicable severance period according to the executive officer's MEG Executive Employment Agreement (but does not include amounts for accrued vacation pay that may be owed to the executive officer at the Effective Time). See "*Interests of Certain Persons or Companies in the Arrangement – Employment Agreements – Termination and Change of Control Benefits*".

(9) Former directors and executive officers of MEG who held office as such since the beginning of MEG's last financial year and continue to hold MEG Incentives in accordance with MEG's retirement policies.

(10) Table above excludes additional MEG Incentives issuable to the holders (or cash payments in lieu thereof) for cash dividends paid by MEG after the Arrangement was announced and on or before the date the Arrangement is completed.

(11) Figures set forth above may not match public filings on SEDI due to the semi-annual filings made on SEDI in connection with the issuance of MEG Incentives in connection with the payment of cash dividends.

See also "*The Arrangement – MEG Support Agreements*".

## DISSENT RIGHTS

**The following description of the rights of Dissenting Shareholders is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of such holder's MEG Shares and is qualified in its entirety by the reference to the full text of the Plan of Arrangement, which is attached to this Circular as Schedule "A" to Appendix B, the full text of the Interim Order, which is attached to this Circular as Appendix C, and the full text of Section 191 of the ABCA, which is attached to this Circular as Appendix F. A Dissenting Shareholder who intends to exercise Dissent Rights should carefully consider and strictly comply with the provisions of Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement. It is strongly encouraged that any registered MEG Shareholder wishing to dissent seek independent legal advice, as the failure to strictly comply with the provisions of that section, as modified by the Interim Order and the Plan of Arrangement, may prejudice such MEG Shareholders' right to dissent.**

The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing.

Under the Interim Order, a registered MEG Shareholder who fully complies with the dissent procedures in Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement, is entitled, if the Arrangement becomes effective, in addition to any other rights the holder may have, to dissent and to be paid by MEG the fair value of the MEG Shares held by the holder in respect of which the holder dissents, determined as of the close of business on the last Business Day before the day on which the MEG Transaction Resolution is approved by MEG Shareholders. **A registered MEG Shareholder may dissent only with respect to all of the MEG Shares held by such holder or on behalf of any one beneficial owner and registered in the Dissenting Shareholder's name. Beneficial Shareholders who wish to dissent should be aware that only the registered owner of such MEG Shares is entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the MEG Shares beneficially owned by such Beneficial Shareholder to be registered in the name of such Beneficial Shareholder prior to the time the written objection to the MEG Transaction Resolution is required to be received by the Corporation or, alternatively, make arrangements for the registered holder of such MEG Shares to dissent on behalf of the Beneficial Shareholder.**

**A registered MEG Shareholder wishing to exercise Dissent Rights with respect to the Arrangement must send to MEG a written objection to the MEG Transaction Resolution, which written objection must be received by MEG, c/o Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1, Attention: Paul Chiswell, by email at pchiswell@bdplaw.com, by 5:00 p.m. (Calgary time) on October 2, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 5:00 p.m.(Calgary time) on the Business Day that is five (5) Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be), and must strictly comply with the dissent procedures set forth in Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement.**

**A vote against the MEG Transaction Resolution, whether in person or by proxy, shall not constitute a written objection to the MEG Transaction Resolution. A MEG Shareholder may only exercise its Dissent Rights in respect of all, and not less than all, of its MEG Shares.**

An application may be made to the Court by MEG or by a Dissenting Shareholder after adoption of the MEG Transaction Resolution to fix the fair value of the Dissenting Shareholder's MEG Shares. If such an application to the Court is made by either MEG or a Dissenting Shareholder, MEG must, unless the Court otherwise orders, send to each Dissenting Shareholder a written offer to pay such Person an amount considered by the MEG Board to be the fair value of the MEG Shares formerly held by such Dissenting Shareholder. The offer, unless the Court otherwise orders, will be sent to each Dissenting Shareholder at least 10 days before the date on which the application is returnable, if MEG is the applicant, or within 10 days after MEG is served with notice of the application, if a Dissenting Shareholder is the applicant. The offer will be made on the same terms to each Dissenting Shareholder and will be accompanied by a statement showing how the fair value was determined.

In such circumstances, a Dissenting Shareholder may make an agreement with MEG for the purchase of such Dissenting Shareholder's MEG Shares in the amount of MEG's offer (or otherwise) at any time before the Court pronounces an order fixing the fair value of the MEG Shares.

A Dissenting Shareholder is not required to give security for costs in respect of an application and, except in special circumstances, will not be required to pay the costs of the application and appraisal. On the application, the Court will make an order fixing the fair value of the MEG Shares of all Dissenting Shareholders who are parties to the application, giving judgment in that amount against MEG and in favour of each of those Dissenting Shareholders, and fixing the time within which MEG must pay that amount payable to the Dissenting Shareholders. The Court may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting Shareholder calculated from the date on which the Dissenting Shareholder ceases to have any rights as a MEG Shareholder until the date of payment.

After the Effective Date, or upon the making of an agreement between MEG and the Dissenting Shareholder as to the payment to be made by MEG to the Dissenting Shareholder, or the pronouncement of a Court order, whichever first occurs, the Dissenting Shareholder will cease to have any rights as a MEG Shareholder other than the right to be paid the fair value of such Dissenting Shareholder's MEG Shares in the amount agreed to between MEG and the Dissenting Shareholder or in the amount of the judgment, as the case may be. Until one of these events occurs, the Dissenting Shareholder may withdraw such Dissenting Shareholder's notice of objection, or if the Arrangement has not yet become effective, the Corporation may rescind the MEG Transaction Resolution, and, in either event, the dissent and appraisal proceedings in respect of that Dissenting Shareholder will be discontinued.

MEG shall not make a payment to a Dissenting Shareholder under Section 191 of the ABCA if there are reasonable grounds for believing that MEG is or would after the payment be unable to pay its liabilities as they become due, or that the realizable value of the assets of MEG would thereby be less than the aggregate of its liabilities. In such event, MEG shall notify each Dissenting Shareholder that it is lawfully unable to pay Dissenting Shareholders for their MEG Shares in which case the Dissenting Shareholder may, by written notice to MEG within 30 days after receipt of such notice, withdraw such holder's written objection, in which case such Dissenting Shareholder shall, in accordance with the Interim Order, be deemed to have participated in the Arrangement as a MEG Shareholder. If the Dissenting Shareholder does not withdraw such holder's written objection such Dissenting Shareholder retains status as a claimant against MEG to be paid as soon as MEG is lawfully entitled to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of MEG but prior to its shareholders.

Dissenting Shareholders who duly exercise their Dissent Rights, and who are ultimately entitled to be paid the fair value for their MEG Shares, will be deemed to have transferred their MEG Shares as of the Effective Time and without any further act or formality and free and clear of any Encumbrances, to MEG under the Arrangement in exchange for the right to be paid the fair value of their MEG Shares by MEG. Such Dissenting Shareholders will not be entitled to any other payment or Consideration, including any payment that would be payable under the Arrangement.

Dissenting Shareholders who ultimately are not entitled, for any reason, to be paid the fair value for their MEG Shares shall be deemed to have participated in the Arrangement, commencing on the Effective Time, on the same basis as a non-dissenting MEG Shareholder and each such Dissenting Shareholder's MEG Shares will be deemed to be transferred free and clear of any Encumbrances in exchange for the Consideration such holder is entitled to.

**Unless otherwise waived by Cenovus, it is a condition to the obligations of Cenovus to complete the Arrangement that holders of not more than 5% of the outstanding MEG Shares immediately prior to the Effective Time shall have validly exercised Dissent Rights and not withdrawn such exercise in connection with the Arrangement as of the Effective Date, provided that the 5% shall not include any MEG Shares held by Strathcona or its affiliates or any group of Persons acting jointly or in concert with Strathcona, for which Dissent Rights have been validly exercised in respect of the Arrangement and not withdrawn as of the Effective Date**.

In no circumstances shall MEG, Cenovus or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those MEG Shares in respect of which such rights are sought to be exercised. For greater certainty, MEG Incentive Award Holders shall not be entitled to exercise Dissent Rights in respect of their MEG Incentives.

We urge any MEG Shareholder in considering dissenting to the Arrangement to consult their own tax advisor with respect to the income tax consequences to them of such action. For a general summary of certain Canadian federal income tax implications to a Dissenting Shareholder, see "*Certain Canadian Federal Income Tax Considerations –*

*Holders Resident in Canada – Dissenting Resident Holders*" and "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dissenting Non-Resident Holders*".

## CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of BD&P, counsel to MEG, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations under the Tax Act in respect of the Arrangement that are generally applicable to a beneficial owner of MEG Shares who at all relevant times and for purposes of the Tax Act: (a) deals at arm's length with each of MEG and Cenovus; (b) is not and will not be affiliated with either of MEG or Cenovus; and (c) holds MEG Shares and will hold Purchaser Shares received pursuant to the Arrangement as capital property (each such beneficial owner in this section, a "**Holder**").

This summary is based on the current provisions of the Tax Act in force as of the date hereof, the regulations thereunder, and BD&P's understanding of the current published administrative policies and assessing practices of the CRA publicly available prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act that have been publicly announced by or on behalf of the Minister of Finance and National Revenue (Canada) prior to the date hereof (the "**Tax Proposals**") and assumes that the Tax Proposals will be enacted in the form proposed. However, there can be no assurance that the Tax Proposals will be enacted in the form proposed, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Tax Proposals, does not otherwise take into account or anticipate any other changes in Law, whether by judicial, governmental or legislative decision or action or changes in the administrative policies or assessing practices of the CRA, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ from the Canadian federal income tax considerations discussed below.

In addition, this summary is not applicable to a Holder: (a) that is a "financial institution" (as defined in the Tax Act for the purposes of the "mark-to-market" rules); (b) that is a "specified financial institution" (as defined in the Tax Act); (c) an interest in which is, or whose MEG Shares are, a "tax shelter" or a "tax shelter investment" (as defined in the Tax Act); (d) whose functional currency is the currency of a country other than Canada; (e) that is a "foreign affiliate" (as defined in the Tax Act) of a taxpayer resident in Canada; (f) that has entered into or will enter into a "synthetic disposition agreement", or a "derivative forward agreement" (as such terms are defined in the Tax Act) with respect to MEG Shares or Purchaser Shares; (g) that, immediately following the Arrangement, will, either alone or together with persons with whom such Holder does not deal at arm's length, beneficially own Purchaser Shares which have a fair market value in excess of 50% of the fair market value of all outstanding Purchaser Shares; (h) that receives dividends on its Purchaser Shares under or as part of a "dividend rental arrangement" (as defined in the Tax Act); (i) that is exempt from tax under Part I of the Tax Act; or (j) that acquired or will acquire any of their MEG Shares or Purchaser Shares under an equity-based employment compensation arrangement, including in connection with the exercise, surrender or transfer of MEG Incentives under the Arrangement. **All such Holders should consult with their own tax advisors to determine the tax consequences to them of the Arrangement.**

**This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not, and should not be construed as, legal, business or tax advice to any particular Holder and no representation with respect to the tax consequences to any particular Holder is made. Accordingly, all Holders should consult their own tax advisors regarding the Canadian federal income tax consequences of the Arrangement applicable to their particular circumstances, and any other consequences to them of such transactions under Canadian federal, provincial, local and foreign tax Laws.**

### Capital Property

MEG Shares and Purchaser Shares generally will be considered capital property to a Holder for purposes of the Tax Act provided the Holder does not use or hold, and is not deemed to use or hold, the MEG Shares or Purchaser Shares in the course of carrying on a business of buying and selling securities or as part of an adventure or concern in the nature of trade.

**Holders Resident in Canada**

This portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax treaty or convention is, or is deemed to be, resident in Canada (a "**Resident Holder**").

Certain Resident Holders whose MEG Shares might not otherwise qualify as capital property may, in certain circumstances, be eligible to make, or may have already made, an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their MEG Shares, Purchaser Shares received under the Arrangement and every other "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year in which the election is made or in any subsequent taxation year, be deemed to be capital property. Resident Holders should consult their own tax advisors as to whether they hold or will hold their MEG Shares and Purchaser Shares as capital property and whether such election can or should be made.

***Disposition of MEG Shares under the Arrangement – No Section 85 Election***

The following section is applicable to a Resident Holder (other than a Resident Dissenter) that does not make a valid joint election with Cenovus pursuant to subsection 85(1) of the Tax Act or subsection 85(2) of the Tax Act (as applicable) with respect to the disposition of their MEG Shares (a "**Section 85 Election**").

*Resident Holders who receive Cash Consideration only*

In the event that a Resident Holder (other than a Resident Dissenter) receives only Cash Consideration in exchange for its MEG Shares (and is not subject to proration resulting in the receipt of a combination of Cash Consideration and Purchaser Shares as consideration), the Resident Holder will realize a capital gain (or capital loss) to the extent that the amount of Cash Consideration received, net of any reasonable costs of disposition, exceeds (or is less than) the adjusted cost base of the MEG Shares to the Resident Holder. See "*Taxation of Capital Gains and Capital Losses*" below for a general discussion of the treatment of capital gains and capital losses under the Tax Act.

*Resident Holders who receive Purchaser Shares only*

A Resident Holder (other than a Resident Dissenter) who disposes of MEG Shares under the Arrangement and receives only Purchaser Shares in exchange for its MEG Shares will generally not realize a capital gain (or a capital loss) on such disposition except where such Resident Holder includes any portion of the capital gain or capital loss otherwise determined from the disposition of such MEG Shares in that Resident Holder's income for purposes of the Tax Act for the year in which the disposition occurred or such Resident Holder has filed a joint tax election with Purchaser with respect to such MEG Shares pursuant to section 85 of the Tax Act as described below under "*Disposition of MEG Shares under the Arrangement – With a Section 85 Election*".

Pursuant to section 85.1 of the Tax Act, such Resident Holder will be deemed to have disposed of each such MEG Share for proceeds of disposition equal to the adjusted cost base thereof and to have acquired the Purchaser Shares at a cost equal to such adjusted cost base. This cost will be averaged with the adjusted cost base of all other Purchaser Shares held by the Resident Holder as capital property for the purposes of determining the adjusted cost base of each Purchaser Share held by the Resident Holder as capital property.

Notwithstanding the foregoing, a Resident Holder who receives Purchaser Shares in exchange for their MEG Shares may, if the Resident Holder so chooses, recognize a capital gain (or a capital loss) in respect of such exchange by reporting any portion of the capital gain (or capital loss) otherwise determined from the disposition of such MEG Shares in their income tax return for the taxation year during which the exchange occurs. Such capital gain (or capital loss) will be equal to the amount by which the fair market value of the Purchaser Shares received exceeds (or is exceeded by) the aggregate of the adjusted cost base of the MEG Shares exchanged and any reasonable costs of disposition. In such circumstances, the cost of the Purchaser Shares acquired will be equal to the fair market value thereof. This cost will be averaged with the adjusted cost base of all other Purchaser Shares held by such Resident Holder as capital property for the purpose of determining the adjusted cost base of each Purchaser Share held by such Resident Holder as capital property. See "*Taxation of Capital Gains and Capital Losses*" below for a general discussion of the treatment of capital gains and capital losses under the Tax Act.

*Resident Holders who receive Cash Consideration and Purchaser Shares*

A Resident Holder whose MEG Shares are exchanged for a combination of Cash Consideration and Purchaser Shares pursuant to the Arrangement, whether as a result of proration or an election or a deemed election by the Resident Holder to exchange MEG Shares for a combination of Cash Consideration and Purchaser Shares, and who does not make a valid Section 85 Election with respect to the exchange, will be deemed to receive only Cash Consideration for the pro rata number of MEG Shares so exchanged and only Purchaser Shares for the remaining number of MEG Shares so exchanged. Under such circumstances, the tax considerations in respect of the portion of MEG Shares exchanged for Cash Consideration will be the same as those described above under "*Resident Holders who receive Cash Consideration only*". Further, the tax considerations in respect of the portion of MEG Shares exchanged for Purchaser Shares will be the same as those described above under "*Resident Holders who receive Purchaser Shares only*".

***Disposition of MEG Shares under the Arrangement – With a Section 85 Election***

A Resident Holder or a partnership (other than a Resident Dissenter) who (i) receives Purchaser Shares or a combination of Cash Consideration and Purchaser Shares, and (ii) is not exempt from tax under the Tax Act (an "**Eligible Holder**") is entitled to make a Section 85 Election, and may thereby defer all or a portion of a capital gain that would otherwise be recognized for purposes of the Tax Act in respect of the disposition of MEG Shares under the Arrangement, depending on the Elected Amount (as defined below), the Eligible Holder's adjusted cost base of the MEG Shares at the time of the disposition, and subject to the Section 85 Election requirements being met under the Tax Act (and any applicable provincial income tax law).

An Eligible Holder making a Section 85 Election will be required to designate an amount (the "**Elected Amount**") in the Section 85 Election that will be deemed to be the proceeds of disposition of the Eligible Holder's MEG Shares. In general, the Elected Amount may not be:

- less than the aggregate amount of Cash Consideration received by the Eligible Holder;
- less than the lesser of (a) the Eligible Holder's aggregate adjusted cost base of the MEG Shares, and (b) the aggregate fair market value of the Eligible Holder's MEG Shares, in each case determined at the time of the disposition; or
- greater than the fair market value of the Eligible Holder's MEG Shares at the time of the disposition.

An Elected Amount specified by an Eligible Holder that does not comply with these limitations will automatically be adjusted under the Tax Act so that it is in compliance, and the amount so adjusted will be deemed to be the Elected Amount for purposes of such Section 85 Election. An Eligible Holder that properly makes and files a valid Section 85 Election (an "**Electing Holder**") and who receives a combination of Cash Consideration and Share Consideration will be deemed for all purposes, including for the purposes of the Plan of Arrangement and Tax Act, to have transferred all of such Electing Holder's MEG Shares to Cenovus as a single transaction for consideration consisting of the combination of the aggregate Cash Consideration and Share Consideration received by such Electing Holder under the Arrangement.

The Canadian federal income tax treatment to an Electing Holder generally will be as follows:

- the Electing Holder will be deemed to have disposed of the Electing Holder's MEG Shares for proceeds of disposition equal to the Elected Amount;
- the Electing Holder will not realize a capital gain (or capital loss) if the Elected Amount equals the aggregate of the Electing Holder's adjusted cost base of the MEG Shares (determined immediately before the time of disposition) and any reasonable costs of disposition;
- if the Elected Amount exceeds the Electing Holder's adjusted cost base of the MEG Shares (determined immediately before the time of disposition), then the Electing Holder will realize a capital gain equal to such excess less any reasonable costs of disposition;

- if the Electing Holder's adjusted cost base of the MEG Shares (determined immediately before the time of disposition) exceeds the Elected Amount, then the Electing Holder will realize a capital loss equal to such excess; and

- the aggregate cost to the Electing Holder of the Purchaser Shares acquired on the exchange will equal the Elected Amount less the aggregate amount of any Cash Consideration received by the Electing Holder, and for the purpose of determining the Electing Holder's adjusted cost base of those Purchaser Shares, such cost will be averaged with the Electing Holder's adjusted cost base of all other Purchaser Shares, if any, held at the Effective Time by the Electing Holder as capital property.

For a description of the tax treatment of capital gains and capital losses, see "*Taxation of Capital Gains and Capital Losses*" below.

To make a Section 85 Election, an Eligible Holder must provide two signed copies of the necessary election forms to Cenovus no later than 120 days following the Effective Date, duly completed with the details of the number of MEG Shares transferred and the Elected Amount. The relevant federal tax election form is CRA form T2057 (and, for any Eligible Holder that is a partnership, CRA form T2058). A tax instruction letter containing general instructions on how to make the Section 85 Election and two partially completed CRA form T2057 (or, for any Eligible Holder that is a partnership, CRA form T2058) will be made available on Cenovus's website following the Effective Date. Certain provincial jurisdictions require that a separate joint election be filed for provincial income tax purposes and any such provincial tax forms will not be included with the tax instruction letter.

Subject to the election forms being correct and complete and complying with the provisions of the Tax Act (and applicable provincial income tax law), the forms will be signed by Cenovus and returned to such Eligible Holder within 60 days after the receipt thereof by Cenovus (the "**Applicable Deadline**") for filing with the Canada Revenue Agency (or the applicable provincial taxing authority) by the Eligible Holder. Cenovus will not be responsible for the proper completion of any election form and, except for Cenovus's obligation to return (by the Applicable Deadline) duly completed election forms which are received by Cenovus within 120 days of the Effective Date. Cenovus will not be responsible for any taxes, interest or penalties resulting from the failure by an Eligible Holder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial legislation). **In its sole discretion, Cenovus may choose to sign and return an election form received by Cenovus more than 120 days following the Effective Date, but Cenovus will have no obligation to do so. With the exception of the execution and delivery of completed Section 85 Election forms by Cenovus by the Applicable Deadline, compliance with the requirements for making a valid Section 85 Election will be the sole responsibility of the Eligible Holder making the election.**

Each Eligible Holder is urged to consult the Eligible Holder's own advisors as soon as possible respecting the deadlines applicable to the Eligible Holder's particular circumstances. **Eligible Holders may be required to forward their tax election forms to Cenovus earlier than 120 days after the Effective Date in order to avoid late filing penalties. All Eligible Holders who wish to make a Section 85 Election should give immediate attention to this matter and in particular should consult their own tax advisors without delay. The comments herein with respect to such elections are provided for general assistance only. The law in this area is complex and contains numerous technical requirements not addressed in this summary.**

**Eligible Holders should consult their own tax advisors to determine whether they must file separate election forms with any provincial taxing jurisdiction. It is the responsibility of each Eligible Holder who wishes to make an election for provincial income tax purposes to obtain any necessary provincial election forms. In addition, special compliance rules apply where the MEG Shares are held in joint ownership or are held as partnership property, and the affected Eligible Holders should consult their own tax advisors to determine all relevant filing requirements and procedures (including under provincial legislation) applicable in their particular circumstances.**

***Dissenting Resident Holders***

A Resident Holder who validly exercises Dissent Rights (a "**Resident Dissenter**") will be deemed to have transferred such Resident Dissenter's MEG Shares to MEG under the Arrangement and will be entitled to receive a payment from MEG of an amount equal to the fair value of the Resident Dissenter's MEG Shares.

A Resident Dissenter who is entitled to be paid the fair value of their MEG Shares by MEG will be deemed to have received a taxable dividend equal to the amount by which the amount received for the MEG Shares (less an amount in respect of interest, if any, awarded by the Court) exceeds the paid-up capital of such shares, as determined under the Tax Act. In certain circumstances, the Tax Act will treat a portion or all of such a deemed dividend to be received by a Resident Dissenter that is a corporation as proceeds of disposition. Resident Dissenters that are corporations should consult their own tax advisors having regard to their own circumstances.

A Resident Dissenter will also realize a capital gain (or a capital loss) to the extent that such payment (other than the amount of a deemed dividend and any portion thereof that is interest awarded by a court) exceeds (or is less than) the aggregate of the adjusted cost base of the MEG Shares to the Resident Dissenter immediately before their transfer to Cenovus pursuant to the Arrangement and the Resident Dissenter's reasonable costs of the disposition. See "*Taxation Capital Gains and Capital Losses*" below.

A Resident Dissenter will be required to include in computing their income any interest awarded by a court in connection with the Arrangement. In addition, a Resident Dissenter that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" or that is or is deemed to be, at any time in the taxation year, a "substantive CCPC", each as defined in the Tax Act, may be liable for an additional tax, a portion of which may be refundable, in respect of such interest.

Resident Dissenters should consult their own tax advisors for specific advice with respect to the tax consequences in their own particular circumstances of exercising their Dissent Rights.

***Taxation of Capital Gains and Capital Losses***

Generally, a Resident Holder will be required to include in computing income for a taxation year one-half of the amount of any capital gain (a "**taxable capital gain**") realized in that year. A Resident Holder will generally be entitled to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized by the Resident Holder in that taxation year. Allowable capital losses in excess of taxable capital gains for a taxation year may be carried back to any of the three preceding taxation years or carried forward to any subsequent taxation year and deducted against net taxable capital gains realized in such years, subject to the detailed rules contained in the Tax Act.

The amount of any capital loss realized by a Resident Holder that is a corporation on the disposition of MEG Shares may be reduced by the amount of any dividends received or deemed to be received by the Resident Holder on such MEG Shares (or on shares for which the MEG Shares have been substituted) to the extent and under the circumstances described by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns MEG Shares, directly or indirectly, through a partnership or a trust. Resident Holders to whom these rules may be relevant should consult their own advisors.

Resident Holders should also note the comments under "*Alternative Minimum Tax*" and "*Additional Refundable Tax*" below.

***Dividends on Purchaser Shares***

Dividends received or deemed to be received on Purchaser Shares held by a Resident Holder will be included in the Resident Holder's income for the purposes of the Tax Act. Such dividends received by a Resident Holder that is an individual (other than certain trusts) will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit in respect of dividends designated by Cenovus as "eligible dividends". There may be

limitations on Cenovus's ability to designate dividends as "eligible dividends". Cenovus has, by notice on its website, indicated that all dividends paid by it will be designated as eligible dividends until a notification of change is posted on its website.

In the case of a Resident Holder that is a corporation, the amount of any taxable dividend will be included in computing its income and generally will be deductible in computing the Resident Holder's taxable income. In certain circumstances, the Tax Act will treat a taxable dividend received or deemed to be received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances. A Resident Holder that is a "private corporation" or a "subject corporation", each as defined in the Tax Act, may be liable to pay a tax (refundable in certain circumstances) under Part IV of the Tax Act on dividends received (or deemed to be received) on the Purchaser Shares to the extent that such dividends are deductible in computing the Resident Holder's taxable income.

***Dispositions of Purchaser Shares***

A future disposition or a deemed disposition of a Purchaser Share by a Resident Holder (other than (i) in a tax deferred disposition, or (ii) a disposition to Cenovus in circumstances other than a purchase by Cenovus in the open market in the manner in which shares are normally purchased by a member of the public in the open market) will generally result in the Resident Holder realizing a capital gain (or capital loss) in the year of the disposition equal to the amount by which the proceeds of disposition of the Purchaser Share exceed (or are less than) the aggregate of the Resident Holder's adjusted cost base thereof and any reasonable costs of disposition. The adjusted cost base of a Purchaser Share to a Resident Holder generally will be the average of the cost of all other Purchaser Shares held at the particular time by such Resident Holder as capital property.

See "*Taxation of Capital Gains and Capital Losses*" above for a general discussion of the treatment of capital gains and capital losses under the Tax Act.

***Alternative Minimum Tax***

Taxable dividends received or deemed to be received, or a capital gain realized, by a Resident Holder who is an individual or trust (other than certain specified trusts) may give rise to liability for alternative minimum tax under the Tax Act. Resident Holders who are individuals should consult their own tax advisors in this regard.

***Additional Refundable Tax***

A Resident Holder that is throughout the taxation year a "Canadian-controlled private corporation" or that is or is deemed to be, at any time in the taxation year, a "substantive CCPC", each as defined in the Tax Act, may be liable to pay a refundable tax on certain investment income, including taxable capital gains realized, dividends received or deemed to be received that are not deductible in computing taxable income and certain amounts in respect of interest.

***Eligibility for Investment by Registered Plans***

Purchaser Shares received by Resident Holders under the Arrangement will be qualified investments under the Tax Act at the Effective Time for trusts governed by registered retirement savings plans ("**RRSP**"), registered retirement income funds ("**RRIF**"), registered education savings plans ("**RESP**"), registered disability savings plans ("**RDSP**"), tax-free savings accounts ("**TFSA**"), first home savings accounts ("**FHSA**" and, together with RRSP, RRIF, RESP, RDSP and TFSA, "**Registered Plans**"), and deferred profit sharing plans, provided that at the Effective Time the Purchaser Shares are listed on a "designated stock exchange", as defined in the Tax Act (which currently includes the TSX and the NYSE) or the Purchaser is a "public corporation", as defined in the Tax Act.

Notwithstanding that Purchaser Shares may be qualified investments for a trust governed by a Registered Plan, the holder, subscriber or annuitant of the Registered Plan, as the case may be, will be subject to a penalty tax as set out in the Tax Act if such Purchaser Shares are a "prohibited investment" for a trust governed by the Registered Plan for purposes of the Tax Act. A Purchaser Share will generally be a "prohibited investment" for a trust governed by a Registered Plan if the holder, subscriber or annuitant, as the case may be: (a) does not deal at arm's length with Cenovus

for the purposes of the Tax Act; or (b) has a "significant interest" (as defined in the Tax Act) in Cenovus. In addition, the Purchaser Share will generally not be a prohibited investment if such shares are "excluded property" (as defined in the Tax Act for purposes of the prohibited investment rules) for such trust.

**Resident Holders who would receive Purchaser Shares within a Registered Plan pursuant to the Arrangement should consult their own tax advisors regarding their particular circumstances in advance of the Arrangement.**

**Holders Not Resident in Canada**

The following portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax treaty, is neither resident nor deemed to be resident in Canada, and does not, and will not, use or hold, and is not deemed to, and will not be deemed to, use or hold, MEG Shares or Purchaser Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, apply to a Holder that is an "authorized foreign bank" (as defined in the Tax Act) or an insurer carrying on business in Canada and elsewhere. Such Holders should consult their own tax advisors.

***Disposition of MEG Shares under the Arrangement***

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain, or entitled to deduct any capital loss, realized on the disposition of MEG Shares to Cenovus under the Arrangement unless the MEG Shares constitute "taxable Canadian property" (as defined in the Tax Act) and do not constitute "treaty-protected property" (as defined in the Tax Act) to the Non-Resident Holder.

Generally, a MEG Share will not be taxable Canadian property of a Non-Resident Holder at a particular time provided that the share is listed on a "designated stock exchange" (which currently includes the TSX) unless, at any time during the 60-month period immediately preceding the disposition: (a) the Non-Resident Holder, any one or more other persons with whom the Non-Resident Holder did not deal at arm's length, any partnership in which the Non-Resident Holder or a person with whom the Non-Resident Holder did not deal at arm's length holds a membership interest directly or indirectly through one or more partnerships, or the Non-Resident Holder together with such persons and partnerships, held 25% or more of the issued shares of any class or series in the capital of MEG; and (b) more than 50% of the fair market value of the share was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource properties" or "timber resource properties" (both as defined in the Tax Act), and options in respect of, or interests in, or for civil law rights in, any such properties (whether or not such property exists). Notwithstanding the foregoing, in certain other circumstances a MEG Share could be deemed to be taxable Canadian property for the purposes of the Tax Act. Non-Resident Holders should consult their own tax advisors in this regard.

Even if the MEG Shares are taxable Canadian property to a Non-Resident Holder, a taxable capital gain resulting from the disposition of the MEG Shares will not be included in computing the Non-Resident Holder's taxable income earned in Canada for the purposes of the Tax Act if, at the time of the disposition, the MEG Shares constitute "treaty-protected property" of the Non-Resident Holder for purposes of the Tax Act. MEG Shares will generally be considered "treaty-protected property" of a Non-Resident Holder for purposes of the Tax Act at the time of the disposition if the gain from their disposition would, because of an applicable income tax treaty between Canada and the country in which the Non-Resident Holder is resident for purposes of such treaty and in respect of which the Non-Resident Holder is entitled to receive benefits thereunder, be exempt from tax under the Tax Act.

In the event that the MEG Shares constitute taxable Canadian property and are not treaty-protected property to a particular Non-Resident Holder, the Non-Resident Holder will generally have the same tax considerations described above under "*Holders Resident in Canada – Disposition of MEG Shares under the Arrangement – No Section 85 Election*" and "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*". A Non-Resident Holder who disposes of taxable Canadian property that is not treaty-protected property may have to file a Canadian income tax return for the year in which the disposition occurs, regardless of whether the Non-Resident Holder is liable for tax under the Tax Act in respect of such disposition.

**Non-Resident Holders whose MEG Shares are, or may be, taxable Canadian property should consult their own tax advisors for advice having regard to their particular circumstances, including whether their MEG Shares constitute treaty-protected property, and any resulting Canadian tax reporting obligations.**

***Dissenting Non-Resident Holders***

A Non-Resident Holder of MEG Shares who validly exercises Dissent Rights (a "**Non-Resident Dissenter**") will be deemed to have transferred such Non-Resident Dissenter's MEG Shares to MEG under the Arrangement, and will be entitled to receive a payment from MEG of an amount equal to the fair value of the Non-Resident Dissenter's MEG Shares.

A Non-Resident Dissenter who is entitled to be paid the fair value of their MEG Shares by MEG will generally realize a deemed dividend and capital gain or capital loss as discussed under the heading "*Holders Resident in Canada – Dissenting Resident Holders*".

A Non-Resident Dissenter will be deemed to have received a dividend equal to the amount, if any, paid by MEG (other than any amount in respect of interest, if any, awarded by the Court) in excess of the paid-up capital (as determined for purposes of the Tax Act) of the Non-Resident Dissenter's MEG Shares. Any such deemed dividend will be subject to the same tax treatment as described below under the "*Holders Not Resident in Canada – Dividends on Purchaser Shares*".

As discussed above under "*Holders Not Resident in Canada – Disposition of MEG Shares under the Arrangement*", any resulting capital gain would only be subject to tax under the Tax Act if the MEG Shares are taxable Canadian property to the Non-Resident Holder at the Effective Time and are not treaty-protected property of the Non-Resident Holder at that time.

Any interest awarded by a court in connection with the Arrangement and paid or deemed to be paid to a Non-Resident Dissenter will not be subject to Canadian withholding tax, unless such interest constitutes "participating debt interest" for purposes of the Tax Act.

**Non-Resident Holders should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.**

***Dividends on Purchaser Shares***

Any dividends paid or credited, or deemed to be paid or credited, on Purchaser Shares to a Non-Resident Holder will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividend unless the rate is reduced under the provisions of an applicable income tax convention or treaty between Canada and the country in which the Non-Resident Holder is resident for purposes of such convention or treaty and in respect of which the Non-Resident Holder is entitled to receive benefits thereunder. For instance, where the Non-Resident Holder is a resident of the United States and is entitled to the benefits under the Canada-United States Income Tax Convention (1980) as amended and is the beneficial owner of the dividends, the rate of Canadian withholding tax applicable to dividends is generally reduced to 15%.

***Dispositions of Purchaser Shares***

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on the disposition or deemed disposition of Purchaser Shares unless such Purchaser Shares constitute "taxable Canadian property" (as defined in the Tax Act) of the Non-Resident Holder and are not "treaty-protected property" (as defined in the Tax Act) of the Non-Resident Holder at the time of such disposition or deemed disposition.

Pursuant to the provisions of the Tax Act, where MEG Shares constitute "taxable Canadian property" to a Non-Resident Holder, any Purchaser Shares received by the Non-Resident Holder in exchange for the Non-Resident Holder's MEG Shares utilizing the rollover available under subsection 85.1(1) of the Tax Act will be deemed to constitute "taxable Canadian property" to the Non-Resident Holder throughout the period that begins at the Effective

Time and ends on the day that is 60 months after the Effective Time. The result is that such Non-Resident Holder may be subject to tax under the Tax Act on future gains realized on a disposition of any Purchaser Shares received under the Arrangement so long as the Purchaser Shares constitute "taxable Canadian property" and are not "treaty-protected property" (as those terms are defined in the Tax Act) of the Non-Resident Shareholder, at the time of disposition.

In addition, the circumstances described above under "*Holders Not Resident in Canada – Disposition of MEG Shares under the Arrangement*" above in which MEG Shares may constitute "taxable Canadian property" or "treaty-protected property" of a Non-Resident Holder are generally applicable to the Purchaser Shares.

**Non-Resident Holders whose Purchaser Shares may constitute taxable Canadian property are urged to consult their own tax advisors with respect to the Canadian federal tax consequences to them of disposing of Purchaser Shares, including any resulting Canadian tax reporting obligations**.

## CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax considerations relevant to only U.S. Holders (as defined below) that exchange their MEG Shares for Share Consideration and/or Cash Consideration pursuant to the Arrangement.

This discussion is based on and subject to the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), the U.S. Treasury regulations promulgated thereunder, published guidance of the U.S. Internal Revenue Service (the "**IRS**") and court decisions, in each case, all as currently in effect as of the date hereof and all of which are subject to change, possibly with retroactive effect, and to differing interpretations.

The following discussion assumes that the Arrangement will be consummated as described in this Circular and applies only to U.S. Holders that hold their MEG Shares as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment).

This discussion does not constitute tax advice and does not address all aspects of U.S. federal income taxation that may be relevant to any particular U.S. Holder in light of such U.S. Holder's personal circumstances, including any tax consequences relating to the Medicare contribution tax on net investment income or an alternative minimum tax, or to any U.S. Holders subject to special treatment under the Code, including, without limitation:

- banks, insurance companies and other financial institutions;
- real estate investment trusts and regulated investment companies;
- traders in securities who elect to apply a mark-to-market method of accounting;
- tax-exempt organizations or governmental organizations;
- dealers or brokers in securities or foreign currency;
- tax-qualified retirement plans;
- corporations that accumulate earnings to avoid U.S. federal income tax (and investors therein);
- U.S. Holders whose functional currency is not the U.S. dollar;
- U.S. expatriates and former citizens or long-term residents of the United States;
- persons who hold their MEG Shares as part of a straddle, hedging, conversion or other risk-reduction transaction or integrated investment;

- persons deemed to sell their MEG Shares under the constructive sale provisions of the Code;
- persons who purchase or sell their MEG Shares as part of a wash sale for tax purposes;
- "S corporations", partnerships or other entities or arrangements classified as partnerships for U.S. federal income tax purposes, or other pass-through entities (and investors therein);
- persons who hold their MEG Shares through a bank, financial institution or other entity, or a branch thereof, located, organized or resident outside of the United States;
- accrual-method taxpayers subject to special tax accounting rules under Section 451(b) of the Code;
- persons who own or have owned (directly, indirectly or through attribution) more than 10% of the voting power or value of MEG Shares or Purchaser;
- Dissenting Shareholders; and
- persons who received their MEG Shares pursuant to the exercise of employee stock options or other compensation arrangements.

This discussion also does not address any considerations under the U.S. federal tax Laws other than those pertaining to U.S. federal income tax, nor does it address any state, local or non-U.S. tax considerations. MEG does not intend to seek any rulings from the IRS with respect to the Arrangement, and there can be no assurance that the IRS will not take a position contrary to the tax consequences described herein or that such a contrary position would not be sustained by a court.

If a partnership, including for this purpose any arrangement or entity that is classified as a partnership for U.S. federal income tax purposes, holds MEG Shares, the tax treatment of a partner (including for this purpose an investor treated as a partner) in the partnership will generally depend upon the status of the partner and the activities of the partner and the partnership. A holder that is a partnership for U.S. federal income tax purposes and the partners in such partnership should consult their tax advisors about the U.S. federal income tax consequences of the Arrangement.

For purposes of this discussion, a "**U.S. Holder**" means a beneficial owner of MEG Shares that for U.S. federal income tax purposes is or is treated as any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a court within the United States and all substantial decisions of which are subject to the control of one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

**THIS DISCUSSION IS NOT TAX ADVICE. HOLDERS OF MEG SHARES SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE ARRANGEMENT IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES, AS WELL AS ANY TAX CONSEQUENCES ARISING FROM ANY POTENTIAL FUTURE CHANGES TO THE TAX LAWS OR UNDER U.S. FEDERAL TAX LAWS OTHER THAN THOSE PERTAINING TO INCOME TAX, INCLUDING ESTATE OR GIFT TAX LAWS, OR UNDER ANY U.S. STATE OR LOCAL OR NON-U.S. TAX LAWS OR ANY APPLICABLE TAX TREATY.**

**Tax Consequences of the Arrangement to U.S. Holders**

***General***

The following discussion is subject in its entirety to the rules described below under the heading "*PFIC Considerations*".

The receipt by a U.S. Holder of Share Consideration and/or Cash Consideration in exchange for MEG Shares pursuant to the Arrangement will be a taxable transaction for U.S. federal income tax purposes. Generally, for U.S. federal income tax purposes, a U.S. Holder will recognize gain or loss equal to the difference between (i) the sum of the amount of Cash Consideration and the fair market value of the Share Consideration received pursuant to the Arrangement and (ii) its aggregate adjusted tax basis in the MEG Shares that it exchanges for such Cash Consideration and Share Consideration.

Any gain or loss recognized by a U.S. Holder generally will be long-term capital gain or loss if the MEG Shares surrendered were held for more than one year as of the effective date of the Arrangement and will be short-term capital gain or loss if the MEG Shares surrendered were held for one year or less as of the effective date of the Arrangement. A reduced tax rate generally applies to long-term capital gain of a non-corporate U.S. Holder (including individuals). The deductibility of capital losses is subject to limitations. If a U.S. Holder acquired different blocks of MEG Shares at different times or at different prices, such U.S. Holder must determine its adjusted tax basis and holding period separately with respect to each block of MEG Shares (generally, MEG Shares acquired at the same cost in a single transaction) and should consult its tax advisor.

A U.S. Holder's initial tax basis in the Purchaser Shares received in the Arrangement will generally equal the fair market value of such Purchaser Shares as of the effective date of the Arrangement. A U.S. Holder's holding period for such Purchaser Shares will commence on the day following the effective date of the Arrangement.

***PFIC Considerations***

The foregoing discussion regarding gain recognized by a U.S. Holder as a result of the Arrangement assumes that MEG is not currently a passive foreign investment company for U.S. federal income tax purposes ("**PFIC**") and has not been a PFIC for any taxable year during such U.S. Holder's holding period for the MEG Shares exchanged in the Arrangement.

A non-U.S. corporation is treated as a PFIC for any taxable year if either: (a) at least 75% of its gross income for such year is passive income or (b) at least 50% of the value of its assets (based on a quarterly average) is attributable to assets that produce or are held for the production of passive income. Passive income for this purpose generally includes, among other things, dividends, interest, royalties, rents, and gains from commodities and securities transactions. In determining whether a non-U.S. corporation is a PFIC, a proportionate share of the assets and income of each corporation or partnership in which it owns, directly or indirectly, at least a 25% interest (by value) is taken into account. Under the PFIC rules, if a non-U.S. corporation were considered a PFIC at any time during which a holder held shares in such non-U.S. corporation, then the non-U.S. corporation would (absent certain elections) generally continue to be treated as a PFIC for all subsequent years with respect to such holder's shares regardless of whether such non-U.S. corporation continues to meet the foregoing tests in any subsequent taxable year.

Based on the historical composition of MEG's income, assets, and operations, MEG believes that it was not a PFIC for any prior taxable year, and MEG does not expect to be treated as a PFIC for the current taxable year. However, given that the annual PFIC determination is fundamentally factual in nature and is based on the application of complex U.S. federal income tax rules, which are subject to different interpretations, there can be no assurance that MEG was not or will not be classified as a PFIC for one or more of such taxable years.

If MEG were a PFIC in the current taxable year or in any prior taxable year in which a U.S. Holder has held MEG Shares, then such U.S. Holder generally would be subject to adverse U.S. federal income tax consequences with respect to gain recognized on any sale or exchange of such MEG Shares, including an exchange of such MEG Shares

pursuant to the Arrangement, unless such U.S. Holder has in effect certain elections, such as the mark-to-market election.

The U.S. federal income tax rules relating to PFICs are complex. U.S. Holders should consult with and rely upon their own tax advisors concerning whether MEG is or has been a PFIC for any taxable year during which such U.S. Holder has owned MEG Shares, the availability of any applicable elections to such U.S. Holder and the tax consequences of exchanging MEG Shares pursuant to the Arrangement.

***Information Reporting and Backup Withholding***

A U.S. Holder may be subject to information reporting and backup withholding (currently at a rate of 24%) in respect of the Cash Consideration received in exchange for MEG Shares in the Arrangement. Backup withholding will not apply to a U.S. Holder if such U.S. Holder furnishes a properly completed and executed IRS Form W-9, or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. U.S. Holders should consult with their own tax advisors regarding the information reporting and backup withholding tax rules.

**U.S. Federal Income Tax Consequences of the Ownership and Disposition of Purchaser Shares**

***Ownership and Disposition of Purchaser Shares***

The following discussion is subject in its entirety to the rules described below under the heading "*PFIC Considerations*".

***Distributions***

Subject to the PFIC rules discussed below, the gross amount of any distribution made by Cenovus (without reduction for any Canadian income tax withheld from such distribution) will generally be subject to U.S. federal income tax as dividend income to the extent paid out of Cenovus's current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Such amount will be includable in gross income by a U.S. Holder as ordinary income on the date that the U.S. Holder actually or constructively receives the distribution in accordance with its regular method of accounting for U.S. federal income tax purposes. The amount of any distribution made by Cenovus in property other than cash will be the fair market value of such property on the date of the distribution. Dividends paid by Cenovus will not be eligible for the dividends received deduction allowed to U.S. corporations in respect of dividends received from other U.S. corporations.

Subject to applicable exceptions with respect to short-term and hedged positions, certain dividends received by non-corporate U.S. Holders from a "qualified foreign corporation" may be eligible for reduced rates of taxation. A qualified foreign corporation includes a foreign corporation that is eligible for the benefits of a comprehensive income tax treaty with the United States that the U.S. Treasury Department determines to be satisfactory for these purposes and that includes an exchange of information provision. The U.S. Treasury Department has determined that the income tax treaty between the United States and Canada meets these requirements, and Cenovus believes that it is eligible for the benefits of this treaty. A foreign corporation is also treated as a qualified foreign corporation with respect to dividends paid by that corporation on ordinary shares that are readily tradable on an established securities market in the United States. U.S. Treasury guidance indicates that the Purchaser Shares will be readily tradable on an established securities market in the United States; however, there can be no assurance that the Purchaser Shares will be considered readily tradable on an established securities market in the United States in future years. Dividends received by U.S. Holders from a foreign corporation that was a PFIC in either the taxable year of the distribution or the preceding taxable year will not constitute dividends eligible for the reduced rates of taxation described above. Instead, such dividends would be subject to tax at ordinary income rates and to additional rules described below under "PFIC Considerations".

To the extent that a distribution exceeds the amount of Cenovus's current and accumulated earnings and profits, as determined under U.S. federal income tax principles, it will be treated first as a tax-free return of capital, causing a reduction in the U.S. Holder's adjusted tax basis in the Purchaser Shares held by such U.S. Holder (thereby increasing the amount of gain, or decreasing the amount of loss, to be recognized by such U.S. Holder upon a subsequent disposition of the Purchaser Shares), with any amount of distribution that exceeds the adjusted tax basis being treated as a capital gain recognized on a sale, exchange or other taxable disposition (as discussed below). However, Cenovus does not intend to maintain calculations of its earnings and profits in accordance with U.S. federal income tax principles, and a U.S. Holder should therefore assume that any distributions by Cenovus with respect to the Purchaser Shares will be treated as dividends for U.S. federal income tax purposes.

In general, any Canadian withholding tax imposed on dividend payments in respect of the Purchaser Shares will be treated as a foreign income tax eligible for credit against a U.S. Holder's U.S. federal income tax liability (or, at a U.S. Holder's election, may, in certain circumstances, be deducted in computing taxable income).

Dividends paid on the Purchaser Shares will be treated as foreign-source income, and generally will be treated as "passive category income" for U.S. foreign tax credit purposes. The availability of foreign tax credits is subject to various complex limitations. Accordingly, U.S. Holders are urged to consult their own tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

***Sale or Other Taxable Disposition of Purchaser Shares***

A U.S. Holder generally will recognize gain or loss upon the sale, exchange or other taxable disposition of Purchaser Shares in an amount equal to the difference between (i) the amount realized upon the sale, exchange or other taxable disposition and (ii) such U.S. Holder's adjusted tax basis in the Purchaser Shares. Generally, subject to the application of the PFIC rules discussed below, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if, on the date of the sale, exchange or other taxable disposition, the U.S. Holder has held the Purchaser Shares for more than one year. A U.S. Holder's initial tax basis in the Purchaser Shares received in the Arrangement will generally equal the fair market value of such Purchaser Shares as of the effective date of the Arrangement. A U.S. Holder's holding period for such Purchaser Shares will commence on the day following the effective date of the Arrangement. For individual U.S. Holders, long-term capital gains are currently subject to taxation at favorable rates. The deductibility of capital losses is subject to limitations under the Code. Gain or loss, if any, realized upon a sale, exchange or other taxable disposition of the Purchaser Shares will be treated as having a United States source for U.S. foreign tax credit limitation purposes. Consequently, a U.S. Holder may not be able to use any foreign tax credits arising from any Canadian tax imposed on the sale, exchange or other taxable disposition of the Purchaser Shares unless such credit can be applied (subject to applicable limitations) against tax due on other income treated as derived from foreign sources or unless an applicable treaty provides otherwise.

***PFIC Considerations***

Special, generally unfavorable, U.S. federal income tax rules apply to U.S. Holders owning stock of a PFIC. Cenovus expects that it should not be a PFIC for its current taxable year and does not anticipate becoming a PFIC in the future. The determination of PFIC status for any year is very fact specific, being based on the types of income Cenovus earns and the types and value of Cenovus's assets from time to time, all of which are subject to change, as well as, in part, the application of complex U.S. federal income tax rules, which are subject to differing interpretations. As a result, there can be no assurance in this regard, and the IRS may challenge Cenovus's classification. Accordingly, it is possible that Cenovus may be classified as a PFIC in a past year, in the current taxable year, or in future years. If Cenovus is classified as a PFIC in any year during which a U.S. Holder holds the Purchaser Shares, Cenovus generally will continue to be treated as a PFIC as to such U.S. Holder in all succeeding years, regardless of whether Cenovus continues to meet the income or asset test discussed above.

If Cenovus were classified as a PFIC in any taxable year during which a U.S. Holder owns Purchaser Shares, adverse tax consequences could apply to such U.S. Holder, as noted above. Certain elections may be available to U.S. Holders of Purchaser Shares that may mitigate some of the adverse consequences that would result if Cenovus were to be treated as a PFIC. U.S. Holders are urged to consult their own tax advisors regarding the application of the PFIC rules to their investments in Purchaser Shares and the availability and decision to make a protective election.

As discussed above in "Distributions", notwithstanding any election made with respect to the Purchaser Shares, if Cenovus is a PFIC in either the taxable year of the distribution or the preceding taxable year, dividends received with respect to the Purchaser Shares will not qualify for reduced rates of taxation.

***Receipt of Foreign Currency***

The amount of any payment to a U.S. Holder in connection with any distribution paid to a U.S. Holder in foreign currency, or the amount of proceeds paid in foreign currency on the sale, exchange or other taxable disposition of Purchaser Shares, generally will be equal to the U.S. dollar value of such foreign currency based on the exchange rate applicable on the date of receipt or, if applicable, the date of settlement if the Purchaser Shares are traded on an established securities market (regardless of whether such foreign currency is converted into U.S. dollars at that time). A U.S. Holder will have a basis in the foreign currency equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who converts or otherwise disposes of the foreign currency after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method of tax accounting. Each U.S. Holder should consult its own tax advisors concerning issues related to foreign currency.

***Information Reporting and Backup Withholding***

In general, dividends paid to a U.S. Holder in respect of Purchaser Shares and the proceeds received by a U.S. Holder from the sale, exchange or other disposition of Purchaser Shares within the United States or through certain U.S.-related financial intermediaries will be subject to U.S. information reporting rules, unless a U.S. Holder is a corporation or other exempt recipient and properly establishes such exemption. Backup withholding may apply to such payments if a U.S. Holder does not establish an exemption from backup withholding and fails to provide a correct taxpayer identification number and make any other required certifications.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit or refund against U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

In addition, U.S. Holders should be aware of reporting requirements that may apply with respect to the holding of certain foreign financial assets, including stock of foreign issuers which is not held in an account maintained by certain financial institutions, if the aggregate value of all of such assets exceeds US$50,000. Such U.S. Holders will be required to attach a complete IRS Form 8938, Statement of Specified Foreign Financial Assets, with their return for each year in which they hold our Securities. U.S. Holders should also be aware that if Cenovus were a PFIC, they would generally be required to file IRS Form 8621, Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund, during any taxable year in which such U.S. Holder recognizes gain or receives an excess distribution or with respect to which the U.S. Holder has made certain elections. U.S. Holders are urged to consult their own tax advisors regarding the application of the information reporting rules to the Purchaser Shares and their particular situations.

**EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES TO IT OF AN INVESTMENT IN PURCHASER SHARES IN LIGHT OF THE INVESTOR'S OWN CIRCUMSTANCES**.

## OTHER TAX CONSIDERATIONS

This Circular only discusses certain Canadian and U.S. federal income tax considerations applicable to certain MEG Shareholders. Tax considerations applicable to MEG Shareholders who are resident in jurisdictions other than Canada or the United States are not discussed, and such MEG Shareholders should consult with and rely solely upon their own tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions and with respect to the tax implications in such jurisdictions of owning and disposing Purchaser Shares. All MEG Shareholders should consult with and rely solely upon their own tax advisors regarding the provincial, state, local, territorial and foreign tax considerations relating to the Arrangement and of owning and disposing of Purchaser Shares.

## PRO FORMA INFORMATION REGARDING PURCHASER

### Notice to Reader

The following information about Cenovus following completion of the Arrangement should be read in conjunction with documents incorporated by reference in this Circular and the information concerning Cenovus appearing elsewhere in this Circular. See Appendix H – "*Information Concerning Cenovus Energy Inc.*".

Information included in this section pertaining to Cenovus has been furnished by Cenovus. For further information regarding Cenovus or MEG, please refer to their respective filings available via SEDAR+ issuer profiles at www.sedarplus.ca.

See "*Forward-Looking Statements*", "*Conventions*", "*Abbreviations*" and "*Advisory Regarding Oil and Gas Information*".

### Selected unaudited Pro Forma Operational Information for the Combined Company

The following is a summary of selected: (i) operational information for MEG and Cenovus before giving effect to the Arrangement; and (ii) pro forma operational information for the Combined Company for the year ended December 31, 2024 and the six months ended June 30, 2025 and pro forma reserves information for the Combined Company after giving effect to the completion of the Arrangement. Important information concerning the crude oil and natural gas properties and operations of MEG and Cenovus is contained in the MEG AIF and the Purchaser AIF, respectively, each of which is incorporated by reference herein and available on the SEDAR+ issuer profiles of MEG and Cenovus, respectively, at www.sedarplus.ca. Readers are encouraged to carefully review such information and those documents as the information set forth in the table below is a summary only and is qualified in its entirety by those documents incorporated by reference herein. See "*Advisory Regarding Oil and Gas Information*".

| | **Cenovus (Before Arrangement)** | **MEG (Before Arrangement)** | **Pro Forma Combined Company[1]** |
|---|---|---|---|
| **Average Daily Production[2]** | | | |
| (*for the year ended December 31, 2024*) | | | |
| Bitumen (Mbbls/d)[3] | 608.9 | 102.0 | 710.9 |
| Light and Medium Oil (Mbbls/d) | 12.9 | - | 12.9 |
| NGLs (Mbbls/d) | 32.0 | - | 32.0 |
| Conventional Natural Gas (MMcf/d)[3] | 860.2 | - | 860.2 |
| **Total (Mboe/d)** | **797.2** | **102.0** | **899.2** |
| **Average Daily Production[2]** | | | |
| (*for the six months ended June 30, 2025*) | | | |
| Bitumen (Mbbls/d)[3] | 600.5 | 83.3 | 683.8 |
| Light and Medium Oil (Mbbls/d) | 16.9 | - | 16.9 |
| NGLs (Mbbls/d) | 29.9 | - | 29.9 |
| Conventional Natural Gas (MMcf/d)[3] | 869.5 | - | 869.5 |
| **Total (Mboe/d)** | **792.2** | **83.3** | **875.5** |
| **Total Proved Reserves[2][4]** | | | |
| *(as at December 31, 2024, forecast prices and costs)* | | | |
| Bitumen (MMbbls)[3] | 5,179 | 1,158 | 6,337 |
| Light and Medium Oil (MMbbls) | 91 | 0 | 91 |
| NGLs (MMbbls) | 69 | 0 | 69 |
| Conventional Natural Gas (Bcf)[3] | 1,950 | 0 | 1,950 |

| | | | |
|---|---|---|---|
| **Total (MMboe)** | **5,664** | **1,158** | **6,823** |
| | | | |
| **Total Proved Plus Probable Reserves**[2][4] *(as at December 31, 2024, forecast prices and costs)* | | | |
| Bitumen (MMbbls)[3] | 7,679 | 1,939 | 9,618 |
| Light and Medium Oil (MMbbls) | 168 | 0 | 168 |
| NGLs (MMbbls) | 107 | 0 | 107 |
| Conventional Natural Gas (Bcf)[3] | 3,021 | 0 | 3,021 |
| **Total (MMboe)** | **8,457** | **1,939** | **10,396** |

**Notes:**

(1) The numbers in this column were calculated by adding the numbers in the columns for each of Cenovus and MEG. Boe estimates and tables may not sum due to rounding.

(2) Production volumes and reserves volumes are reported on a before-royalties basis.

(3) For disclosure purposes, Cenovus includes heavy crude oil with bitumen and shale gas with conventional natural gas, as the reserves of heavy crude oil and shale gas are not material (heavy crude oil represents less than one percent of bitumen on a gross total proved plus probable basis and shale gas represents less than one percent of conventional natural gas on a gross total proved plus probable basis).

(4) *Pro forma* reserves presented are based on the Cenovus Reserves Reports and the MEG Reserves Report**.** With respect to the *pro forma* reserves information presented in the table above, Cenovus and MEG did not construct a consolidated reserves report of the combined assets of Cenovus and MEG, and did not engage an independent reserves evaluator to produce such a report in accordance with NI 51-101. Cenovus and MEG employ different methodologies to estimate their reserves information which differences include, but are not limited to, assumptions regarding forecast prices and costs. As a result, the actual reserves of the Combined Company, if calculated as of December 31, 2024, may differ from the reserves presented in the table above for a number of reasons, and such difference may be material.

## TIMING

If the MEG Meeting is held as scheduled and is not adjourned or postponed, and the necessary conditions for completion of the Arrangement are otherwise satisfied or waived, MEG is expected to apply for the Final Order approving the Arrangement on or about October 14, 2025. If the Final Order is obtained in form and substance satisfactory to MEG and Cenovus and all other conditions set forth in the Arrangement Agreement are otherwise satisfied or waived, MEG and Cenovus expect the Effective Date will occur on or about October 15, 2025. It is not possible, however, to state with certainty when the Effective Date will occur and it is possible that factors outside the control of MEG and/or Cenovus could result in the Arrangement being completed at a later time, or not at all. Subject to certain limitations, each Party may terminate the Arrangement Agreement if the Arrangement is not consummated by the Outside Date.

The Arrangement will become effective as of the Effective Time on the Effective Date upon the filing with the Registrar of the Articles of Arrangement and a copy of the Final Order, together with such other materials as may be required by the Registrar.

The Effective Date could be delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order or the failure to receive the Key Regulatory Approvals in a timely manner.

## RISK FACTORS

The completion of the Arrangement involves risks. In addition to the risk factors present in each of MEG's and Cenovus's businesses, described under the heading "Risk Factors" and elsewhere in the MEG AIF, the MEG Annual MD&A and the MEG Interim MD&A, which are available on MEG's issuer profile on SEDAR+ at www.sedarplus.ca, and as described under "Forward-Looking Information" and "Risk Management and Risk Factors" in the Purchaser Interim MD&A and the Purchaser Annual MD&A and under "Forward-Looking Information" and "Risk Factors" in the Purchaser AIF each of which is incorporated by reference herein and available on Cenovus's issuer profile on SEDAR+ at www.sedarplus.ca, and form an integral part of, this Circular. MEG Shareholders should carefully consider the following risk factors in evaluating whether to approve the MEG Transaction Resolution. Readers are cautioned that such risk factors are not exhaustive. These risk factors should be considered in conjunction with the other information included in this Circular, including the documents incorporated by reference herein and the documents filed by Cenovus and MEG pursuant to Applicable Laws from time to time.

**Risks Associated with the Arrangement not being Completed**

***If the Arrangement is not completed, Strathcona will hold a significant ownership position in MEG.***

As at the date of this Circular, Strathcona holds approximately 14.2% of the outstanding MEG Shares. If the Original Strathcona Offer is terminated by Strathcona or expires in accordance with its terms, Strathcona may acquire up to 19.9% of the outstanding MEG Shares without triggering the MEG Shareholder Rights Plan. If the Arrangement is not completed, Strathcona will be a significant MEG Shareholder whose ownership interest will provide Strathcona, and any person acting jointly or in concert with it, with ongoing influence over matters requiring shareholder approval and the potential to impact the strategic direction of MEG. The continued presence of such a significant shareholder that is also an industry participant, and itself is controlled by a significant shareholder, could result in uncertainties for other MEG Shareholders, such as the possibility of future transactions initiated or influenced by such parties. These dynamics: (i) may affect the market price or liquidity of MEG Shares, especially in the event of a sale process that may discourage potential buyers from engaging in such a transaction; and (ii) could introduce conflicts of interest not present if the Arrangement is completed, including potential conflicts in respect of actions by WEF to achieve liquidity.

Strathcona and certain of its affiliates have previously acquired significant interests in companies that are oil sands peers of MEG and, following such acquisitions, have, in certain circumstances, leveraged their ownership interest to influence such companies to pursue a sale transaction, culminating in Strathcona or its affiliates acquiring such companies. Sale processes may be adversely affected where the target company has a significant shareholder that is an interested purchaser and whose cooperation is needed to effect the sale to a third party, causing lower market participation and competition in the sales processes and resulting in a depressed purchase price. Strathcona has an outstanding offer to acquire MEG that has been determined by the MEG Board to not be in the best interests of MEG or MEG Shareholders.

MEG Shareholders should carefully consider the risks associated with the ongoing influence of Strathcona, and through Strathcona, WEF, each of whose interests may diverge from the interests of other MEG shareholders when evaluating the Arrangement.

***If the Arrangement is not completed, MEG's future business and operations could be harmed.***

If the Arrangement is not completed, MEG may be subject to a number of additional material risks, including the following:

- MEG may have lost other opportunities that would have otherwise been available had the Arrangement Agreement not been executed, including, without limitation, opportunities not pursued as a result of affirmative and negative covenants made by MEG in the Arrangement Agreement, such as covenants affecting the conduct of its business outside of the ordinary course of business; and

- the obligation of MEG to pay Cenovus the Purchaser Termination Amount pursuant to the terms of the Arrangement Agreement in certain circumstances.

***The trading price of MEG Shares or Purchaser Shares may be materially adversely affected.***

If, for any reason, the Arrangement is not completed or its completion is materially delayed and/or the Arrangement Agreement is terminated, the trading price of the MEG Shares and/or the Purchaser Shares may be materially adversely affected.

***MEG may be required to pay the Purchaser Termination Amount.***

If the Arrangement is not completed and the Arrangement Agreement is terminated, MEG may be required, in certain circumstances, to pay the Purchaser Termination Amount to Cenovus.

***MEG expects to incur costs associated with the Arrangement.***

Certain of MEG's costs related to the Arrangement, including legal, financial advisory services, accounting, printing and mailing costs, must be paid even if the Arrangement is not completed. See "*The Arrangement – The Arrangement Agreement – Expenses*".

***The pending Arrangement may divert the attention of MEG's management.***

The pendency of the Arrangement could cause the attention of MEG's management to be diverted from the day-to-day operations and customers or suppliers may seek to modify or terminate their business relationships with either party. These disruptions could be exacerbated by a delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of MEG regardless of whether the Arrangement is ultimately completed.

**Risks Associated with the Arrangement**

***The Consideration is fixed and will not be adjusted in the event of any change in either MEG's or Cenovus's respective share prices.***

Upon closing of the Arrangement, each MEG Shareholder (other than each Dissenting Shareholder) will receive Consideration that includes the Share Consideration. The Consideration is fixed in the Plan of Arrangement and will not be adjusted for changes in the market price of either the MEG Shares or the Purchaser Shares. Changes in the price of the Purchaser Shares prior to the consummation of the Arrangement will affect the market value that MEG Shareholders will be entitled to receive upon closing for the Share Consideration. Share price changes may result from a variety of factors (many of which are beyond MEG's or Cenovus's control), including the risk factors identified herein as well as in the MEG AIF and the Purchaser AIF, respectively.

***You may not receive all Consideration in the form that you elect.***

The Consideration to be received by MEG Shareholders in the proposed Arrangement is subject to rounding and proration based on the Cash Maximum and the Share Maximum. See "*The Arrangement – Arrangement Steps*" and "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by MEG Shareholders – Proration*". Accordingly, unless you elect to receive a combination of Cash Consideration and Share Consideration for your MEG Shares, the form of Consideration that you ultimately receive will depend on the elections (or lack thereof) of other MEG Shareholders and there is no assurance that you will receive all Consideration in the form that you elect with respect to all of the MEG Shares you hold. Pursuant to the Arrangement, the maximum aggregate Cash Consideration distributable to MEG Shareholders is $5,198,851,090.31 and the maximum aggregate number of Purchaser Shares issuable to MEG Shareholders is 84,262,724 Purchaser Shares.

***The Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement may not be listed and posted for trading on the TSX and the NYSE in a timely manner, or at all.***

The MEG Shares are currently listed and posted for trading on the TSX. Following completion of the Arrangement, it is anticipated that the MEG Shares will be delisted from the TSX. Although Cenovus has applied to list the Purchaser Shares to be issued to MEG Shareholders in connection with the Arrangement on the TSX and the NYSE following completion of the Arrangement, there can be no assurance that such listing will occur in a timely manner or at all.

The TSX has conditionally approved listing of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement. Listing is subject to Cenovus fulfilling all of the listing requirements of the TSX. Purchaser has applied for listing on the NYSE of the Purchaser Shares to be issued to MEG Shareholders pursuant to the Arrangement.

***MEG Shareholders will experience a reduced ownership percentage and voting power in the Combined Company.***

In connection with the Arrangement, Cenovus is expected to issue up to 84,262,724 Purchaser Shares to current MEG Shareholders. Immediately following the completion of the Arrangement, it is expected that existing Purchaser Shareholders will own approximately 95.5% and the former MEG Shareholders will own approximately 4.5% of the Combined Company, calculated based on the vested and outstanding Purchaser Shares and the outstanding MEG Shares, each as of the Agreement Date. Accordingly, the issuance of Purchaser Shares to MEG Shareholders will have the effect of reducing the percentage of equity and voting interest held by the MEG Shareholders. Consequently, MEG Shareholders as a group will have less influence over the management and policies of the Combined Company than they currently exercise.

***Income tax Laws may result in adverse circumstances for MEG Shareholders.***

There can be no assurance that the CRA, or other applicable taxing authorities will agree with the Canadian federal income tax, U.S. federal income tax and other tax consequences of the Arrangement, as applicable, as summarized in this Circular. Furthermore, there can be no assurance that applicable income tax Laws, regulations or tax treaties will not be changed or interpreted in a manner, or that applicable taxing authorities will not take administrative positions, that are adverse to the MEG Shareholders in respect of the Arrangement. Such taxing authorities may also disagree with how MEG calculates or has in the past calculated its income for income tax purposes.

***Future dividends on Purchaser Shares are uncertain.***

There can be no assurance as to future dividend payments by Cenovus on the Purchaser Shares and the level thereof, as Cenovus's dividend policy and the funds available for the payment of dividends from time to time will be dependent upon, among other things, operating cash flow generated by Cenovus and its subsidiaries, financial requirements for Cenovus's operations, the execution of its growth strategy and the satisfaction of solvency tests imposed by the CBCA for the declaration and payment of dividends. As a result, no assurance can be given that Cenovus will pay dividends to its stockholders in the future or that the level of any future dividends will achieve a market yield or increase or even be maintained over time, any of which could materially and adversely affect the market price of Purchaser Shares.

***The market value of the Purchaser Shares may be materially adversely affected.***

The market value of the Purchaser Shares may vary significantly from the market value at the dates referenced in this Circular. Variations may occur as a result of changes in, or market perceptions of changes in, the business, operations or prospects of Cenovus, regulatory considerations, general market and economic conditions, and other factors over which Cenovus has no control. Accordingly, MEG Shareholders will not know or be able to determine the market price of the Purchaser Shares they will receive upon completion of the Arrangement. Thereafter, the market price of the Purchaser Shares will continue to fluctuate. The market price of the Purchaser Shares on the date of this Circular or at any time after may not be indicative of the market price of the Purchaser Shares that MEG Shareholders will receive upon completion of the Arrangement. MEG Shareholders should obtain current market quotations for the Purchaser Shares and for the MEG Shares.

***Cenovus may not realize the anticipated benefits of the Arrangement and the integration of MEG and Cenovus may not occur as planned.***

Cenovus and MEG are proposing to complete the Arrangement to realize certain benefits as described under "*The Arrangement – Reasons for the Arrangement*". The anticipated benefits will depend in part on whether MEG's and Cenovus's operations can be integrated in an efficient and effective manner. A significant number of operational and strategic decisions and certain staffing decisions with respect to integration of the two companies have not yet been made. These decisions and the integration of the two companies will present challenges to management, including the integration of systems and personnel, anticipated and unanticipated liabilities, and unanticipated costs (including substantial capital expenditures required by the integration) and the loss of key employees. In addition, there may be potential unknown liabilities of MEG that may prevent the Combined Company from fully realizing the anticipated benefits of the Arrangement.

The performance of Cenovus operations after completion of the Arrangement could be adversely affected if, among other things, Cenovus is not able to achieve the anticipated benefits expected to be realized in entering the Arrangement. In particular, the Combined Company may not be able to realize the anticipated strategic benefits and synergies from the Arrangement. Cenovus believes that the combination of the companies will provide a number of operational and financial benefits. However, achieving these goals assumes, among other things, the realization of the targeted cost synergies expected from the Arrangement. The consummation of the Arrangement may pose special risks, including one-time write-offs, restructuring charges and unanticipated costs. In addition, the integration process could result in diversion of the attention of management and disruption of existing relationships with suppliers, employees, customers and other constituencies of each company.

Achieving the benefits of the Arrangement also depends on the ability of the Combined Company to realize the anticipated capital and operating synergies, profitably sequence the growth prospects of its asset base and maximize the potential of its improved growth opportunities and capital funding opportunities as a result of combining the businesses and operations of Cenovus and MEG. A variety of factors, including those risk factors set forth in this Circular and the documents incorporated by reference herein, may adversely affect the ability to achieve the anticipated benefits of the Arrangement.

As a result of these and other factors, it is possible that certain benefits expected from the combination of MEG and Cenovus may not be realized. See Appendix H – "*Information Concerning Cenovus Energy Inc.*"

***The select combined information in this Circular is presented for illustrative purposes only and may not be an indication of the Combined Company's consolidated capitalization or performance following completion of the Arrangement.***

The select combined operational information, including pro forma reserves information contained in this Circular are presented for illustrative purposes only and may not be an indication of the Combined Company's performance following completion of the Arrangement for several reasons. For example, the select operational and reserves and resources information of Cenovus and MEG is based on historical information. The unaudited pro forma consolidated capitalization is based on historical information of Cenovus and MEG and certain adjustments and assumptions have been made. The information upon which these adjustments and assumptions have been made is historical, preliminary and subject to change and adjustments and assumptions of this nature are difficult to make with complete accuracy.

In addition, the assumptions used in preparing the unaudited pro forma consolidated capitalization information may not prove to be accurate, and other factors may affect the Combined Company's consolidated capitalization following completion of the Arrangement. The price of the Purchaser Shares may be adversely affected if the actual results of the Arrangement following completion of the Arrangement differ from the select combined capitalization and operational information contained in this Circular.

***The combination of business activities may expose shareholders to a different risk profile.***

Completion of the Arrangement will result in a combination of the current business activities currently carried on by each of MEG and Cenovus as separate entities. The combination of these activities into the Combined Company may expose former MEG Shareholders and Purchaser Shareholders to different business risks than those to which they were exposed prior to the Arrangement. As a result of the changing risk profile of the companies, the Combined Company may be subject to review of its credit ratings, which may result in a downgrade or negative outlook being assigned to the Combined Company.

There can be no assurance that management will be able to integrate the operations of each of the businesses successfully or achieve any of the synergies or other benefits that are anticipated to result from the Arrangement. Most operational and strategic decisions and certain staffing decisions with respect to integration have not yet been made. These decisions and the integration of the two companies will present challenges to management, including the integration of systems and personnel of the two companies, unanticipated liabilities and unanticipated costs. It is possible that the integration process could result in the loss of key employees, the disruption of the respective ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect the ability of management to maintain relationships with customers, suppliers, employees or to achieve the anticipated benefits of the Arrangement. The performance of the Combined Company's operations after completion of the Arrangement could

be adversely affected if the Combined Company cannot retain key employees to assist in the integration and operation of MEG and Cenovus.

Any inability of management to successfully integrate the operations could have a material adverse effect on the business, financial condition and results of operations of the Combined Company.

After the completion of the Arrangement, Cenovus will face the same risks that each of MEG and Cenovus currently face, in addition to other risks.

***Completion of the Arrangement may trigger change in control or other provisions in certain agreements to which MEG is a party.***

The completion of the Arrangement may trigger change in control or other provisions in certain agreements to which MEG is a party. If MEG is unable to negotiate waivers of those provisions, the counterparties may exercise their rights and remedies under such agreements, potentially terminating such agreements, or seeking monetary damages. Even if MEG is able to negotiate waivers, the counterparties may require a fee for such waivers or seek to renegotiate such agreements on terms less favourable to MEG.

***There may be potential undisclosed liabilities associated with the Arrangement.***

In connection with the Arrangement, there may be liabilities that Purchaser or MEG failed to discover or did not accurately quantify in their respective due diligence, which was conducted prior to the execution of the Arrangement Agreement. It is possible that Purchaser or MEG may not be indemnified for some or all of such undisclosed liabilities.

***Cenovus's ability to borrow under its Term Facility and Bridge Facility is subject to certain customary conditions.***

If Cenovus is unable to satisfy one or more of the conditions to borrow under the Bridge Facility and the Term Facility and such conditions are not waived, Cenovus will not be able to borrow amounts under such facilities to fund the Arrangement. If Cenovus cannot borrow under such facilities, Cenovus will be required to obtain alternative financing sources, which may be on terms that are less favourable than the terms of the Bridge Facility and the Term Facility or Cenovus will be required to fund the Arrangement through its existing credit facilities and cash on hand. Any such event may have a material adverse effect on Cenovus's business, financial condition, results of operations, cash flows, ability to comply with various financial and operating covenants, credit ratings and reputation.

***Potential increased indebtedness of Cenovus.***

Cenovus may incur additional debt, including by way of borrowings under the Bridge Facility, borrowings under the Term Facility, the issuance of debt securities or through any other debt financing to finance the Arrangement and, if applicable, the redemption of the MEG Notes. Such borrowings or debt securities or other debt financing, if incurred or issued, may increase Cenovus's consolidated indebtedness.

Cenovus may also need to find additional sources of financing to repay outstanding indebtedness (including after giving effect to additional advances or drawdowns under existing credit facilities). An inability to access capital on terms acceptable to Cenovus, or at all, could affect its ability to make future capital expenditures, to maintain desirable financial ratios and to meet its financial obligations as they come due, potentially resulting in a material adverse effect on Cenovus's business, financial condition, results of operations, cash flows, ability to comply with various financial and operating covenants, credit ratings and reputation. Cenovus's ability to service its debt will depend upon, among other things, its future financial and operating performance, which will be affected by prevailing economic, business, regulatory, market and other conditions, some of which are beyond Cenovus's control. If Cenovus's operating and financial results are not sufficient to service current or future indebtedness, Cenovus may take actions such as: reducing or suspending share repurchases and/or dividends; reducing or delaying business activities, investments or capital expenditures; selling assets; restructuring or refinancing our debt; or seeking additional capital that could have less favourable terms.

***Potential downgrades in Cenovus's credit ratings.***

A downgrade in any of Cenovus's credit ratings, particularly a downgrade below investment grade ratings, a negative change in Cenovus's credit ratings outlook, or the withdrawal of a rating by a rating agency, could adversely affect the cost and availability of borrowing, and access to sources of liquidity and capital, and its business relationships with counterparties, operating partners and suppliers. Credit ratings are based on Cenovus's financial and operational strength and several factors not entirely within its control, including, but not limited to, conditions affecting the crude oil, natural gas, NGL and refining industry generally, industry risks associated with the transition to a lower-carbon economy, government policies and the general state of the economy. If one or more of Cenovus's credit ratings falls below certain ratings thresholds, it may be obligated to post additional collateral in the form of cash, letters of credit or other financial instruments to establish or maintain business arrangements. Failure to provide adequate credit risk assurance to counterparties and suppliers may result in foregoing or having contractual business arrangements terminated.

***The credit ratings of the Combined Company will be subject to ongoing evaluation.***

The terms of the Combined Company's debt financing will, in part, be dependent on the credit ratings assigned to its securities by independent credit rating agencies. The Combined Company's credit ratings upon completion of the Arrangement will reflect each rating organization's opinion of the Combined Company's financial strength, operating performance and ability to meet the obligations associated with its securities. The credit rating of the Combined Company will be subject to ongoing evaluation by credit rating agencies, and there can be no assurance that such ratings will be maintained in the future. Downgrades in the Combined Company's ratings could adversely affect the Combined Company's business, cash flows, financial condition, operating results and share and debt prices.

***MEG might be a "passive foreign investment company," or "PFIC," which could result in adverse U.S. federal income tax consequences to U.S. Holders.***

If MEG is a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder, the U.S. Holder may be subject to adverse U.S. federal income tax consequences with respect to the disposition of MEG Shares. Because the revenue production of MEG is uncertain, and because PFIC status is based on income, assets and operations for an entire taxable year, there can be no assurance that MEG will not be treated as a PFIC under the income or asset test for the current taxable year.

U.S. Holders should consult with and rely upon their own tax advisors to determine the application of the PFIC rules to them in their particular circumstances and any resulting tax consequences. Please see the subsection entitled "*Certain U.S. Federal Income Tax Considerations*" for a more detailed discussion.

***Failure to complete the Asset Disposition***

There can be no assurance that the proposed Asset Disposition will be completed on the terms currently contemplated, or at all. The completion of the Asset Disposition is subject to the satisfaction or waiver of a number of conditions precedent, the accuracy of representations and warranties of the parties thereto and the performance of covenants by the parties thereto. These conditions may not be satisfied or waived in a timely manner, or at all. In addition, either party may have certain rights to terminate the definitive agreement governing the Asset Disposition in specified circumstances.

If the Asset Disposition is not completed, Cenovus will not be able to achieve the anticipated benefits of the Asset Disposition, including the intended use of proceeds of the Asset Disposition and anticipated impact thereof on the business, financial condition and results of operations of Cenovus.

**Risks that the Arrangement may be Delayed and may not be Completed**

***Strathcona may amend or improve the Original Strathcona Offer.***

Strathcona may amend, increase or otherwise improve the terms of the unsolicited Original Strathcona Offer, including by increasing the consideration offered, waiving conditions or adding more favourable terms. Any such amendment could result in delays or complications in the completion of the Arrangement. Moreover, any amendment of the Original Strathcona Offer may create uncertainty and impact the trading price and market value of the MEG Shares and/or the Purchaser Shares.

***The Arrangement Agreement may be terminated in certain circumstances.***

Each of MEG and Cenovus has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can either MEG or Cenovus provide any assurance, that the Arrangement Agreement will not be terminated before the completion of the Arrangement. See "*The Arrangement – The Arrangement Agreement – Termination of the Arrangement Agreement*".

If the Arrangement Agreement is terminated, MEG will still have incurred costs for pursuing the Arrangement, including costs related to the diversion of management's attention away from the conduct of MEG's business.

***The Arrangement may not be completed if a number of MEG Shareholders exercise Dissent Rights.***

Registered MEG Shareholders have the right to exercise Dissent Rights and demand payment of the fair value of their MEG Shares in cash in connection with the Arrangement in accordance with the ABCA as modified by the Interim Order and the Plan of Arrangement. If registered MEG Shareholders holding more than 5% of the outstanding MEG Shares have validly exercised Dissent Rights that have not been withdrawn as of the Effective Date (excluding the MEG Shares held by Strathcona or its affiliates or any group of Persons acting jointly or in concert with Strathcona, for which Dissent Rights have been validly exercised in respect of the Arrangement and not withdrawn as of the Effective Date), Cenovus may elect not to complete the Arrangement.

***MEG and Cenovus may not satisfy all regulatory requirements or obtain the necessary approvals for completion of the Arrangement on satisfactory terms or at all.***

Completion of the Arrangement is subject to the approval of the Court and the MEG Shareholders, and the satisfaction of certain regulatory requirements and the receipt of the Exchange Approvals, the Competition Act Approval and the HSR Clearance. See "*The Arrangement – The Arrangement Agreement – Key Regulatory Approvals*" and "*The Arrangement – Exchange Listings*". There can be no certainty, nor can either MEG or Cenovus provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

Even if all approvals and orders are obtained and conditions precedent to the completion of the Arrangement are satisfied, no assurance can be made as to the terms, conditions and timing of such approvals, orders and consents. For example, these approvals, orders and consents may impose conditions on or require divestitures relating to the divisions, operations or assets of Cenovus or MEG or may impose requirements, limitations or costs or place restrictions on the conduct of Cenovus's or MEG's respective businesses, and if such approvals, orders or consents require an extended period of time to be obtained, such extended period of time could increase the chance that an adverse event occurs with respect to Cenovus or MEG. Such extended period of time may also increase the chance that other adverse effects with respect to Cenovus or MEG could occur, such as the loss of key personnel. Each Party's obligation to complete the Arrangement is also subject to the accuracy of the representations and warranties of the Other Party (subject to certain qualifications and exceptions) and the performance in all material respects of the Other Party's covenants under the Arrangement Agreement. As a result of these conditions, the Parties cannot provide assurance that the Arrangement will be completed on the terms or timeline contemplated in the Arrangement Agreement, or at all.

***Timing of the MEG Meeting, the Final Order and the anticipated Effective Date may be changed or delayed.***

Any change in the timing of the MEG Meeting, the Final Order and the anticipated Effective Date may cause uncertainty for the parties to the Arrangement Agreement and could result in negative outcomes.

***MEG and Cenovus may be the targets of legal claims, securities class actions, derivative lawsuits and other claims.***

MEG and Cenovus may be the target of securities class actions and derivative lawsuits as a result of the Arrangement which could result in substantial costs and may delay or prevent the Arrangement from being completed. Third parties may also attempt to bring claims against MEG and/or Cenovus seeking to restrain the Arrangement or seeking monetary compensation or other remedies. Even if the lawsuits are without merit, defending against these claims can result in substantial costs and divert the time and resources of management and may delay the consummation of the Arrangement. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting consummation of the Arrangement, then that injunction may delay or prevent the Arrangement from being completed.

In addition, political and public attitudes towards the Arrangement could result in negative press coverage and other adverse public statements affecting MEG and/or Cenovus. Adverse press coverage and other adverse statements could lead to investigations by regulators, legislators and law enforcement officials or in legal claims or otherwise negatively impact the ability of MEG and/or Cenovus to take advantage of various business and market opportunities. The direct and indirect effects of negative publicity, and the demands of responding to and addressing it, may have a Material Adverse Effect on MEG and/or Cenovus.

**Risks Associated with the Terms of the Arrangement Agreement**

***The Purchaser Termination Amount may discourage other parties from making an Acquisition Proposal.***

Under the Arrangement Agreement, MEG is required to pay the Purchaser Termination Amount in the event that the Arrangement Agreement is terminated in circumstances related to a possible alternative transaction to the Arrangement. The Purchaser Termination Amount may discourage other parties from making an Acquisition Proposal, even if such a transaction could provide better value to MEG Shareholders than the Arrangement.

***The financial position, business and assets of MEG and/or Cenovus may be significantly and adversely affected before the completion of the Arrangement.***

The financial position, business and assets of MEG and/or Cenovus may be significantly and adversely affected before the completion of the Arrangement. Any change in financial position, business and/or assets to a Party which does not amount to a Material Adverse Effect will not result in any right to terminate the Arrangement Agreement and the Other Party must otherwise complete the Arrangement.

***While the Arrangement is pending, MEG and Cenovus are restricted from taking certain actions.***

The Arrangement Agreement restricts MEG and Cenovus from taking specified actions until the Arrangement is completed, without the consent of the Other Party. These restrictions may prevent MEG and/or Cenovus from pursuing attractive business opportunities that may arise prior to completion of the Arrangement.

***Forward-looking statements and FOFI may prove inaccurate.***

MEG Shareholders are cautioned not to place undue reliance on the forward-looking statements or FOFI. By their nature, forward-looking statements and FOFI involve numerous assumptions, known and unknown risks and uncertainties, of both a general and specific nature, that could cause actual results to differ materially from those suggested by the forward-looking statements and FOFI or contribute to the possibility that predictions, forecasts or projections will prove to be materially inaccurate. See "*Forward-looking Statements*".

**Other Risks**

Whether or not the Arrangement is completed, MEG will continue to face many of the risks that it currently faces with respect to its business and affairs. Certain of these risk factors have been disclosed in Appendix G – "*Information Concerning MEG Energy Corp.*" and Appendix H – "*Information Concerning Cenovus Energy Inc.*" to this Circular.

## MATTERS TO BE CONSIDERED AT THE MEG MEETING

At the MEG Meeting, the MEG Shareholders will be asked to consider the MEG Transaction Resolution, the full text of which is set forth in Appendix A of this Circular.

MEG Shareholders are urged to carefully review this Circular when considering the MEG Transaction Resolution. In particular, see, "*The Arrangement*" and "*The Arrangement – Arrangement Steps*" and Appendix H – "*Information Concerning Cenovus Energy Inc.*".

The MEG Transaction Resolution, subject to further order of the Court, the full text of which is set forth in Appendix A to this Circular, be approved by not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy at the MEG Meeting.

**Unless otherwise directed, it is the intention of the Persons named as management proxyholders in the enclosed form of proxy (or voting instruction form, as applicable), if not expressly directed to the contrary in such form of proxy, to vote such proxy "FOR" the MEG Transaction Resolution set forth in Appendix A to this Circular.**

It is a condition to the completion of the Arrangement that the MEG Transaction Resolution be approved at the MEG Meeting.

## COMPARISON OF SHAREHOLDER RIGHTS

The rights of MEG Shareholders are currently governed by the ABCA and by MEG's by-laws and articles. If the Arrangement is completed, former MEG Shareholders will hold securities in Cenovus, a company incorporated under, and governed by the CBCA. Accordingly, the securities issued to former MEG Shareholders will be governed by the CBCA and Cenovus's by-laws and articles. Although the rights and privileges of shareholders under the CBCA are in many instances comparable to those under the ABCA, there are several differences. See Appendix J – "*Comparison of Shareholder Rights*" for a comparison of these rights. This summary is not intended to be exhaustive and MEG Shareholders should consult their legal advisors regarding all of the implications of the effects of the Arrangement on such MEG Shareholders' rights.

## INFORMATION CONCERNING MEG ENERGY CORP.

See Appendix G attached to this Circular for detailed information concerning MEG.

## INFORMATION CONCERNING CENOVUS ENERGY INC.

See Appendix H attached to this Circular for detailed information concerning Cenovus.

## GENERAL PROXY MATTERS

**Solicitation of Proxies**

**This Circular is delivered in connection with the solicitation by or on behalf of management of MEG of proxies for use at the MEG Meeting.** The solicitation of proxies for use at the MEG Meeting will be done primarily by mail and electronic means, but may also be in person or by telephone, email or oral communication by directors, officers, employees or agents of MEG who may be specifically remunerated therefor. In addition, MEG has engaged Sodali & Co as its strategic shareholder advisor and proxy solicitation agent to assist management of MEG with, among other things, the solicitation of proxies from MEG Shareholders for a fee of approximately $250,000**,** plus a fee for calls

made to MEG Shareholders and out-of-pocket expenses. Sodali & Co will coordinate distribution of materials under NI 54-101, conduct outreach to intermediaries and certain Beneficial Shareholders to solicit proxies/voting instructions, maintain a toll-free investor line and email for inquiries, provide vote-tracking and analytics, and advise on customary market and proxy-advisory considerations. The costs of such solicitation, and of preparing and distributing this Circular and MEG Meeting materials will be borne by MEG.

**Additionally, pursuant to the Arrangement Agreement, Cenovus may, at its own expense and on behalf of the management of the Corporation, directly or through a proxy solicitation services firm of Cenovus's choice, actively solicit proxies, on behalf of management of the Corporation, in favour of the approval of the MEG Transaction Resolution and against any resolution submitted by any Person that is inconsistent with the MEG Transaction Resolution and the completion of any of the transactions contemplated by the Arrangement Agreement in compliance with Applicable Law.**

The MEG Meeting is being called pursuant to the Interim Order to seek the requisite approvals of MEG Shareholders to the Arrangement in accordance with section 193 of the ABCA. See "*The Arrangement*", "*The Arrangement – Procedure for the Arrangement to Become Effective*" and "*Matters to be Considered at the MEG Meeting*".

The information set forth below generally applies to registered MEG Shareholders. If you are a Beneficial Shareholder of MEG Shares, see "*Information for Beneficial Shareholders*" at the front of this Circular.

**Appointment and Revocation of Proxies**

Accompanying this Circular is a form of proxy for registered MEG Shareholders. **If a MEG Shareholder votes by proxy by mail, by hand delivery, by telephone or the internet in advance of the MEG Meeting, such MEG Shareholder's vote will be counted, whether or not such MEG Shareholder attends the MEG Meeting. Even if a MEG Shareholder attends the MEG Meeting, it may be more convenient to vote in advance.**

MEG Shareholders are requested to date and sign the enclosed form of proxy and to deposit it with MEG's transfer agent, Computershare: (a) by mail using the enclosed return envelope or one addressed to Computershare Trust Company of Canada, Proxy Department, 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6; (b) by hand delivery to Computershare, 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6; (c) by phone at 1-866-732-VOTE (8683) ((312) 588-4290 outside of North America); or (d) through the internet at www.investorvote.com (detailed instructions are included with your proxy materials). In order to be valid and acted upon at the MEG Meeting, forms of proxy must be received by Computershare by 9:00 a.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time and date on which the MEG Meeting is reconvened or held, as the case may be).

**The Persons named in the enclosed form of proxy as management proxyholders are directors and/or officers of MEG. Each MEG Shareholder has the right to appoint another Person as their proxyholder (who need not be a MEG Shareholder) to attend and to act for such MEG Shareholder and on such MEG Shareholder's behalf at the MEG Meeting.** MEG Shareholders who wish to exercise this right must do so by mail, by hand delivery or through the internet. This right cannot be exercised by telephone. To exercise such right, (a) if doing so by mail or hand delivery, the names of the management proxyholders should be crossed out and the name of the MEG Shareholder's appointee should be legibly printed in the blank space provided, or (b) if doing so through the internet, the name of the MEG Shareholder's appointee should be included in the applicable field.

In addition to revocation in any other manner permitted by Law, a MEG Shareholder who has given a proxy may revoke it at any time before it is exercised: (a) attending and voting (in person or online) at the MEG Meeting; (b) depositing an instrument in writing executed by the MEG Shareholder or their attorney authorized in writing (or, if the MEG Shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney for the corporation) with either (i) Computershare, acting as transfer agent, at the office of Computershare designated in the accompanying Notice of Special Meeting and this Circular not later than 5:00 p.m. (Calgary time) on the Business Day preceding the day of the MEG Meeting (or any adjournment(s) or postponement(s) thereof) or (ii) the Chair of the MEG Meeting on the day of the MEG Meeting (or any adjournment(s) or postponement(s) thereof); or (c) depositing a duly executed proxy, bearing a later date or time than the date or time of the proxy being revoked by 9:00 a.m. (Calgary time) on October 7, 2025 (or if the MEG Meeting is adjourned or postponed, not less than 48 hours

(excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time and date on which the MEG Meeting is reconvened or held, as the case may be).

**It should be noted that the participation in person or online by a MEG Shareholder in a vote by ballot at the MEG Meeting will automatically revoke any proxy which has been previously given by the MEG Shareholder in respect of business covered by that vote.**

**Proxy Voting**

The MEG Shares represented by an effective form of proxy will be voted for or against the MEG Transaction Resolution in accordance with the instructions specified therein. **If a MEG Shareholder returns the form of proxy but does not indicate how to vote its MEG Shares, and does not appoint a Person other than the management proxyholders designed on the form of proxy, the MEG Shares will be voted FOR the approval of the MEG Transaction Resolution.** The enclosed form of proxy confers discretionary authority in respect of amendments or variations to matters identified in the Notice of Special Meeting and with respect to other matters which may properly come before the MEG Meeting or any adjournment(s) or postponement(s) thereof. As of the date hereof, management of MEG is not aware of any amendments, variations or other matters to come before the MEG Meeting. If a MEG Shareholder attends the MEG Meeting and is eligible to vote on the MEG Transaction Resolution, such MEG Shareholder can vote on such amendments, variations or other matters that properly come before the MEG Meeting.

**If a MEG Shareholder receives more than one set of materials, it means that such MEG Shareholder owns MEG Shares that are registered under different names or addresses. Each form of proxy or voting instruction form received must be completed in accordance with the instructions provided therein to ensure all of your MEG Shares are voted for at the MEG Meeting.**

**Information for Beneficial Shareholders**

**The information set forth in this section is of significant importance to many MEG Shareholders, as a substantial number of MEG Shareholders do not hold MEG Shares in their own name.** Beneficial Shareholders should note that only proxies deposited by MEG Shareholders whose names appear on the records of MEG as the registered MEG Shareholders can be recognized and acted upon at the MEG Meeting. If MEG Shares are listed in an account statement provided to a MEG Shareholder by an intermediary/broker, then in almost all cases, those MEG Shares will not be registered in the MEG Shareholder's name on the records of MEG. Such MEG Shares will more likely be registered under the name of the MEG Shareholder's intermediary/broker. If you are a Beneficial Shareholder and receive these materials through your intermediary/broker, please complete the form of proxy or voting instruction form provided to you by your intermediary/broker accordance with the instructions provided therein.

For additional details, see "*Information for Beneficial Shareholders*" at the front of this Circular.

**Voting Securities of MEG and Principal Holders Thereof**

As at September 8, 2025 there were 254,378,035 MEG Shares issued and outstanding. Each MEG Share entitled to be voted at the MEG Meeting entitles the holder thereof to one vote at the MEG Meeting in respect of the MEG Transaction Resolution and to one vote on any other matters to be considered at the MEG Meeting.

The Record Date for determining MEG Shareholders entitled to receive notice of, and to vote at, the MEG Meeting is the close of business on September 8, 2025. MEG will prepare, as of the Record Date, a list of MEG Shareholders entitled to receive the Notice of Special Meeting MEG Shares held by each such MEG Shareholder. Only MEG Shareholders of record as at the Record Date are entitled to receive notice of the MEG Meeting. MEG Shareholders of record will be entitled to vote those MEG Shares included in the list of MEG Shareholders prepared as at the Record Date. If a MEG Shareholder transfers MEG Shares after the Record Date and the transferee of those MEG Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such MEG Shares or having otherwise established that the transferee owns such MEG Shares, demands, at least 10 days before the MEG Meeting, that the transferee's name be included in the list of MEG Shareholders entitled to vote at the MEG Meeting, such transferee shall be entitled to vote such MEG Shares on the MEG Transaction Resolution at the MEG Meeting.

To the knowledge of the officers of MEG, as of the date hereof, no Person or company beneficially owns, controls or directs, directly or indirectly, more than 10% of the voting rights attached to all of the outstanding MEG Shares, other than as set out below:

| Name of Holder | Type of Ownership | Number of MEG Shares | % of Outstanding MEG Shares [(1)] |
|---|---|---|---|
| Strathcona Resources Ltd. | Direct | 36,100,000[(2)] | 14.19% |
| FMR LLC[(3)] | Direct/Indirect | 30,156,714[(4)] | 11.86% |

**Notes:**

(1) Based on 254,378,035 MEG Shares outstanding as at September 8, 2025.
(2) Based on the filing made by Strathcona under MEG's SEDAR+ issuer profile on September 4, 2025.
(3) Represents the various Fidelity entities set forth on the filing made by FRM LLC under MEG's SEDAR+ issuer profile on November 10, 2023.
(4) Based on the filing made by FMR LLC under MEG's SEDAR+ issuer profile on November 10, 2023.

**Procedure and Votes Required**

The Interim Order provides that only MEG Shareholders of record as at the Record Date are entitled to receive notice of the MEG Meeting.

The Interim Order provides that, among other things:

(a) MEG shall call and conduct the MEG Meeting on or about October 9, 2025. At the MEG Meeting the MEG Shareholders will consider and vote upon the MEG Transaction Resolution and such other business as my properly be brought before the MEG Meeting or any adjournment or postponement thereof;

(b) a quorum for the MEG Meeting will be Persons present being not less than two in number and holding or representing not less than 25% of the MEG Shares entitled to be voted at the MEG Meeting. If a quorum is present at the opening of the MEG Meeting, the MEG Shareholders present or represented by proxy may proceed with the business of the MEG Meeting notwithstanding that a quorum is not present throughout the MEG Meeting. If a quorum is not present at the opening of the MEG Meeting, the MEG Shareholders present or represented by proxy may adjourn the MEG Meeting to a fixed time and place but may not transact any other business. No notice of the adjourned MEG Meeting other than by announcement at the time of adjournment is required and, if at such adjourned meeting a quorum is not present, the MEG Shareholders present in person or represented by proxy, shall be a quorum for all purposes;

(c) each MEG Share entitled to be voted at the MEG Meeting will entitle the holder to one vote at the MEG Meeting in respect of the MEG Transaction Resolution and any other matters to be considered at the MEG Meeting;

(d) the Record Date for MEG Shareholders entitled to receive notice of and to vote at the MEG Meeting is September 8, 2025 and will not change in respect, or as a consequence, of any adjournment(s) or postponement(s) of the MEG Meeting. Only the MEG Shareholders whose names have been entered in the applicable registers of MEG Shares as at the close of business on the Record Date will be entitled to receive notice of and to vote at the MEG Meeting. Such MEG Shareholders of record will be entitled to vote those MEG Shares included in the list of the MEG Shareholders prepared as at the Record Date. If a MEG Shareholder transfers MEG Shares after the Record Date and the transferee of those MEG Shares, having produced properly endorsed certificates evidencing such MEG Shares or having otherwise established that the transferee owns such MEG Shares, demands, at least 10 days before the MEG

Meeting, that the transferee's name be included in the list of the MEG Shareholders entitled to vote at the MEG Meeting, such transferee shall be entitled to vote such MEG Shares at the MEG Meeting;

(e) the MEG Meeting shall be called, held and conducted in accordance with the applicable provisions of the ABCA, the articles and by-laws of MEG in effect at the relevant time, the rulings and directions of the Chair of the MEG Meeting, the Interim Order and any further order of the Court. To the extent that there is any inconsistency or discrepancy between the Interim Order and the ABCA or the articles or by-laws of MEG, the terms of the Interim Order shall govern;

(f) the Chair of the MEG Board or, in his absence, the Chair of the Special Committee, or in his absence, any other director of the MEG Board shall be Chair of the MEG Meeting. If no such person is present within fifteen (15) minutes from the time fixed for holding the MEG Meeting, or declines to be Chair of the MEG Meeting, the persons present and entitled to vote shall choose one of their number to be Chair of the MEG Meeting;

(g) the only Persons entitled to attend the MEG Meeting shall be: MEG Shareholders and their authorized proxies; MEG's directors and officers, and its auditors and legal counsel; the directors and officers, representatives and legal counsel of Cenovus; and such other Persons who may be permitted to attend by the Chair of the MEG Meeting;

(h) the number of votes required to pass the MEG Transaction Resolution shall be not less than 66⅔% of the votes cast by MEG Shareholders present in person or represented by proxy, at the MEG Meeting;

(i) the MEG Meeting may be adjourned or postponed, or held at a different venue, from time to time by MEG in accordance with the terms of the Arrangement Agreement and the Interim Order without the need for additional approval of the Court; and

(j) MEG Shareholders shall have Dissent Rights in respect of the Arrangement under Section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement.

See also the full text of the Interim Order, which is attached to this Circular as Appendix C.

**Depositary**

Computershare Investor Services Inc. will act as Depositary for the receipt of certificate(s) and/or DRS Advice(s) representing MEG Shares and Letters of Transmittal and Election Forms deposited pursuant to the Arrangement. The Depositary will receive reasonable and customary compensation from MEG for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities, including liability under applicable Securities Laws and expenses in connection therewith.

No fee or commission is payable by any MEG Shareholder who transmits its MEG Shares directly to the Depositary. Except as set forth above or elsewhere in this Circular, MEG will not pay any fees or commissions to any broker or dealer or any other person for soliciting deposits of MEG Shares pursuant to the Arrangement.

## QUESTIONS AND OTHER ASSISTANCE

If you are a MEG Shareholder and you have any questions about the information contained in this Circular or require assistance in completing your form of proxy or Letter of Transmittal and Election Form, please contact your financial, legal, tax or other professional advisors.

## APPROVAL BY THE DIRECTORS

The contents and sending of this Circular to the MEG Shareholders have been approved by the MEG Board.

## CONSENT OF RBC DOMINION SECURITIES INC.

TO: The Special Committee (the "**Special Committee**") of the Board of Directors (the "**Board**") of MEG Energy Corp. ("**MEG**")

RE: Management Information Circular and Proxy Statement of MEG dated September 9, 2025 (the "**Circular**")

We consent to the reference to our firm name and reference to and summary description of our fairness opinion dated August 21, 2025 (the "**Fairness Opinion**") in the Circular and to the inclusion of the full text of the Fairness Opinion as Appendix E to the Circular. Our fairness opinion was given as at August 21, 2025 and remains subject to certain assumptions, qualifications, limitations and other matters contained therein. In providing our consent, we do not intend that any person other than the Special Committee and the Board shall be entitled to rely upon our opinion.

Yours very truly,

**RBC DOMINION SECURITIES INC.**

(Signed) "*RBC Dominion Securities Inc.*"

September 9, 2025
Calgary, Alberta

## CONSENT OF BMO NESBITT BURNS INC.

TO: The Board of Directors (the "**Board**") of MEG Energy Corp. ("**MEG**")

RE: Management Information Circular and Proxy Statement of MEG dated September 9, 2025 (the "**Circular**")

We consent to the reference to our firm name and reference to and summary description of our fairness opinion dated August 21, 2025 (the "**Fairness Opinion**") in the Circular and to the inclusion of the full text of the Fairness Opinion as Appendix D to the Circular. Our fairness opinion was given as at August 21, 2025 and remains subject to certain assumptions, qualifications, limitations and other matters contained therein. In providing our consent, we do not intend that any person other than the Board shall be entitled to rely upon our opinion.

Yours very truly,

**BMO NESBITT BURNS INC.**

(Signed) "*BMO Nesbitt Burns Inc.*"

September 9, 2025
Calgary, Alberta

# APPENDIX A

## MEG TRANSACTION RESOLUTION

**"BE IT RESOLVED THAT:**

(a) The arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act* (Alberta), involving, among others, MEG Energy Corp. ("**MEG**"), Cenovus Energy Inc. ("**Purchaser**") and the holders ("**MEG Shareholders**") of common shares of MEG, all as more particularly described and set forth in the management information circular of MEG dated on or about September 9, 2025 accompanying the notice of this meeting (as the Arrangement may be modified or amended in accordance with the terms of the Arrangement Agreement), and all transactions contemplated thereby, be and is hereby authorized, approved and adopted;

(b) The plan of arrangement (the "**Plan of Arrangement**") involving among others, MEG, Purchaser and MEG Shareholders, implementing the Arrangement, the full text of which is set out in Schedule "A" to the Arrangement Agreement (as hereinafter defined) (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby approved and adopted;

(c) The arrangement agreement (the "**Arrangement Agreement**") between MEG and Purchaser dated as of August 21, 2025, as modified, amended or amended and restated with its terms, and all the transactions contemplated therein, the actions of the directors of MEG in approving the Arrangement Agreement, and the actions of the directors and officers of MEG in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements to any of the foregoing, and any transactions contemplated by any of the foregoing, are hereby confirmed, authorized, ratified and approved;

(d) Any one director or officer of MEG be and is hereby authorized and directed for and on behalf of MEG to execute, under the corporate seal of MEG or otherwise, and to deliver to the Registrar under the *Business Corporations Act* (Alberta) for filing, articles of arrangement and such other documents as are necessary or advisable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement;

(e) Notwithstanding that this resolution has been duly passed (and the Plan of Arrangement adopted) by the MEG Shareholders or that the Arrangement has been approved by the Court of King's Bench of Alberta, the directors of MEG are hereby authorized and empowered, without further notice to, or approval of, the MEG Shareholders:

  (i) to amend the Arrangement Agreement or the Plan of Arrangement (or any documents or agreements delivered in connection therewith) to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, as applicable; or

  (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Plan of Arrangement and revoke this resolution at any time prior to the Effective Time (as defined in the Plan of Arrangement);

(f) Any one or more directors or officers of MEG is hereby authorized, for and on behalf and in the name of MEG, to execute (or cause to be executed) and deliver (or cause to be delivered), whether under corporate seal of MEG or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving full effect to this resolution and the matters authorized hereby, the Arrangement Agreement, the Arrangement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

(i) all actions required to be taken by or on behalf of MEG, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

(ii) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by MEG;

such opinion to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

# APPENDIX B

## ARRANGEMENT AGREEMENT

[See attached]

# ARRANGEMENT AGREEMENT

**between**

**CENOVUS ENERGY INC.**

**and**

**MEG ENERGY CORP.**

**August 21, 2025**

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# ARRANGEMENT AGREEMENT

**THIS ARRANGEMENT AGREEMENT** dated the 21st day of August, 2025

**BETWEEN:**

**CENOVUS ENERGY INC.**, a corporation existing under the laws of Canada ("**Purchaser**")

- and -

**MEG ENERGY CORP.**, a corporation existing under the laws of the Province of Alberta ("**MEG**")

**WHEREAS** Purchaser and MEG wish to complete a transaction involving the acquisition by Purchaser of all the issued and outstanding MEG Shares in accordance with the terms set out herein;

**AND WHEREAS** Purchaser and MEG wish to carry out the transactions contemplated by this Agreement by way of a plan of arrangement of MEG under Section 193 of the ABCA;

**AND WHEREAS** the Purchaser Board and the MEG Board have each unanimously determined that it would be in the best interests of Purchaser and MEG, respectively, to enter into this Agreement and to complete the transactions contemplated herein;

**AND WHEREAS** upon, among other things, the unanimous recommendation of the Special Committee and the advice of its Financial Advisors and external legal advisors, the MEG Board has unanimously determined (i) that the Arrangement is fair to the MEG Shareholders; and (ii) to recommend that the MEG Shareholders vote in favour of the MEG Transaction Resolution;

**AND WHEREAS** concurrently with the execution of this Agreement, Purchaser has entered into the MEG Support Agreements with the Supporting MEG Shareholders;

**AND WHEREAS** the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters related to the transactions herein provided for;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

## ARTICLE 1
## INTERPRETATION

### 1.1 Definitions

Whenever used in this Agreement, including the preamble and recitals hereto, unless there is something in the context or subject matter inconsistent therewith, the following defined words and terms have the indicated meanings and grammatical variations of such words and terms have corresponding meanings:

"**5-Day VWAP**" means, in respect of the MEG Shares or the Purchaser Shares, as applicable, the volume weighted average share price of the MEG Shares or the Purchaser Shares, as applicable, on the TSX (during continuous trading hours) for the five trading days ending on the trading date immediately preceding the Effective Date, calculated by dividing the total Canadian dollar value of the MEG Shares or the Purchaser Shares, as applicable, traded in such five trading day period on the TSX (during continuous trading hours) by the total number of such shares traded on the TSX (during continuous trading hours) for such five-day trading period;

"**ABCA**" means the *Business Corporations Act*, RSA 2000, c B-9;

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any proposal, expression of interest, inquiry or offer from, or public announcement of an intention by, any Person, or group of Persons "acting jointly or in concert" within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids* (other than Purchaser or its affiliates but including, for clarity, Strathcona or any Person or group of Persons acting jointly or in concert with Strathcona) whether or not in writing and whether or not delivered to MEG or the MEG Shareholders and whether or not subject to due diligence or other conditions, or whether in one transaction or a series of transactions, that relates to, or may reasonably be expected to relate to:

(a) any direct or indirect sale, issuance or acquisition of shares or other securities (or securities convertible, exchangeable or exercisable for shares or other securities) of MEG that, when taken together with the shares and other securities of MEG held by the proposed acquiror and any Person acting jointly or in concert with such acquiror, represent 20% or more of any class of equity or voting securities of MEG or rights or interests therein and thereto;

(b) any direct or indirect acquisition or purchase of MEG's assets to which 20% or more of MEG's revenues or earnings on a consolidated basis are attributable (or any joint venture, lease, long-term supply agreement or other arrangement having the same economic effect as an acquisition or purchase) of MEG and its subsidiaries taken as a whole (and, for greater certainty, assets shall include shares of subsidiaries owned by MEG);

(c) an amalgamation, arrangement, share exchange, merger, business combination, joint venture, consolidation, recapitalization, liquidation, dissolution, winding-up, reorganization or other similar transaction involving MEG or its subsidiaries that collectively own assets to which 20% or more of MEG's revenues or earnings on a consolidated basis are attributable;

(d) any take-over bid, issuer bid, exchange offer or similar transaction involving MEG or its subsidiaries that, if consummated, would result in a Person or group of Persons acting jointly or in concert with such Person acquiring beneficial ownership of 20% or more of any class of equity or voting securities of MEG; or

(e) any transaction that would reasonably be expected to materially reduce the benefits to Purchaser of the Arrangement or impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Arrangement;

and for greater certainty, the Parties acknowledge and agree that the Existing Strathcona Offer is an Acquisition Proposal, and any and each Amended Strathcona Offer shall be deemed to be a new and distinct "Acquisition Proposal" for the purposes of this Agreement;

"**affiliate**" means any Person that is affiliated with another Person in accordance with the meaning of the Securities Act;

"**Agreement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to this Arrangement Agreement (including the Schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;

"**Agreement Date**" means August 21, 2025;

"**Alternative Financing**" has the meaning ascribed thereto in Section 3.7(a)(iv);

"**Amended Strathcona Offer**" has the meaning ascribed thereto in Section 7.1(d);

"**Anti-Corruption Laws**" means collectively, the FCPA, the *Corruption of Foreign Public Officials Act* (Canada), Part IV of the *Criminal Code* (Canada), the Money Laundering Laws and the rules and regulations under any other Applicable Laws of any jurisdiction covering a similar subject matter;

"**Applicable Canadian Securities Laws**" means, collectively, the Securities Act or similar statutes of each of the provinces and territories of Canada and the respective rules and regulations under such laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the provinces and territories of Canada and all rules, by-laws and regulations governing the TSX;

"**Applicable Laws**" means, in any context that refers to one or more Persons or its or their respective businesses, activities, properties, assets, undertakings or securities, the Laws that apply to such Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and, for greater certainty, includes Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

"**Applicable U.S. Securities Laws**" means, collectively, federal and state securities legislation of the United States (including the U.S. Securities Act and the U.S. Exchange Act) prior to the Effective Date;

"**ARC**" means an advance ruling certificate issued by the Commissioner under section 102 of the Competition Act;

"**Arrangement**" means the arrangement pursuant to section 193 of the ABCA, on the terms set out in the Plan of Arrangement, as supplemented, modified or amended in accordance with the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of MEG and Purchaser, each acting reasonably;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Plan of Arrangement required under section 193(4.1) of the ABCA to be filed with the Registrar after the Final Order has been granted and all other conditions precedent to the Arrangement have been satisfied or waived, to give effect to the Arrangement;

"**associate**" has the meaning ascribed thereto in the Securities Act;

"**BMO Capital Markets**" means BMO Nesbitt Burns Inc.;

"**BMO Fairness Opinion**" means the opinion of BMO Capital Markets, as financial advisor to MEG, to the effect that, as of the date of such opinion, and subject to the assumptions made and limitations and qualifications included therein, the Consideration to be received by MEG Shareholders is fair, from a financial point of view, to the MEG Shareholders;

"**Business Day**" means any day, other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

"**Certificate**" means the certificate or other proof of filing to be issued by the Registrar pursuant to section 193(11) of the ABCA in respect of the Articles of Arrangement;

"**Circular**" means the management information circular of MEG to be sent by MEG to the MEG Shareholders (and any other Persons required by the Interim Order) in connection with the MEG Meeting, together with any amendments thereto or supplements thereof;

"**Commissioner**" means the Commissioner of Competition appointed under the Competition Act or any Person authorized to exercise the powers and perform the duties of the Commissioner of Competition and includes the Commissioner's representatives where the context requires;

"**Competition Act**" means the *Competition Act*, RSC 1985, c C-34;

"**Competition Act Approval**" means the occurrence of one or more of the following, in respect of the transactions contemplated by this Agreement:

(a) the Commissioner shall have issued an ARC; or

(b) both: (i) either the waiting period has expired or been terminated by the Commissioner under sections 123(1) or 123(2), respectively, of the Competition Act, or the obligation to provide a pre-merger notification in accordance with Part IX of the Competition Act has been waived by the Commissioner under section 113(c) thereof; and (ii) unless such requirement is waived in writing by Purchaser, the Commissioner shall have issued a No Action Letter;

"**Confidentiality Agreement**" means the confidentiality agreement between Purchaser and MEG dated June 23, 2025, as amended from time to time;

"**Consideration**" means the consideration payable pursuant to the Plan of Arrangement to a Person who is a MEG Shareholder;

"**Continuing Individuals**" means MEG Employees (other than the MEG officers) as of the time immediately prior to the Effective Time whose employment is not terminated by MEG or the MEG Subsidiary effective and conditional upon the completion of the Arrangement, and includes the heirs, executors, administrators and other legal representatives of such employees;

"**Contract**" means, with respect to a Party, a contract, lease, instrument, note, bond, debenture, mortgage, agreement, arrangement or understanding, written or oral, to which such Party, or any of its subsidiaries, is a Party or under which such Party or any of its subsidiaries is bound, has unfulfilled obligations or contingent liabilities or is owed unfulfilled obligations, whether known or unknown, and whether asserted or not;

"**Conversion Factor**" means the quotient of the 5-Day VWAP for the MEG Shares *divided by* the 5-Day VWAP for the Purchaser Shares;

"**Court**" means the Court of King's Bench of Alberta;

"**Debt Commitment Letter**" means the Commitment Letter dated as of August 21, 2025 executed by Canadian Imperial Bank of Commerce and JPMorgan Chase Bank, N.A., Toronto Branch in favour of Purchaser as in effect on the Agreement Date, including the Acquisition Facilities – Summary of Principal Terms and Conditions attached thereto as Exhibit "A", the Conditions to Closing attached thereto as Exhibit "B", in each case, as may be amended from time to time;

"**Debt Financing**" means the debt financings contemplated under the Debt Commitment Letter the proceeds of which are intended to be used by Purchaser to satisfy a portion of the aggregate Consideration payable under the terms of the Plan of Arrangement;

"**Debt Financing Documents**" means the definitive documentation with respect to the Debt Financing on the respective terms and conditions (including the "market flex" provisions) contained in the Debt Commitment Letter;

"**Debt Issue**" means the issuance or incurrence of debt securities, hybrid securities or incurrence of other indebtedness for borrowed money by Purchaser (other than the Debt Financing);

"**Departing Individuals**" means, as of the time immediately prior to the Effective Time: (i) the MEG directors; (ii) the MEG officers; (iii) the Former Employees; and (iv) all other MEG Employees whose employment is terminated or to be terminated by MEG or the MEG Subsidiary effective and conditional upon the completion of the Arrangement on a without cause basis (if any), and includes the heirs, executors, administrators and other legal representatives of such directors, officers, employees and former employees;

"**Depositary**" means the Person appointed by the Parties in connection with the Arrangement for the purpose of receiving deposits of certificates formerly representing MEG Shares and paying the Consideration;

"**Disclosing Party**" has the meaning ascribed thereto in Section 7.11(a);

"**Disclosure Documents**" has the meaning ascribed thereto in Section 3.7(b)(i);

"**Dissent Rights**" has the meaning ascribed thereto in the Plan of Arrangement;

"**Economic Sanctions**" means the economic sanctions administered by OFAC, Global Affairs Canada or Public Safety Canada or any Applicable Law or executive order relating thereto;

"**EDGAR**" means the Electronic Data Gathering, Analysis and Retrieval System administered by the SEC;

"**Effective Date**" means the date the Arrangement becomes effective in accordance with the ABCA;

"**Effective Time**" means the time on the Effective Date at which the Articles of Arrangement are filed in accordance with section 193(4.1) of the ABCA;

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, Contract or otherwise) capable of becoming any of the foregoing and "**Encumber**" shall have the correlative meaning;

"**Environment**" means the natural components of the earth and includes: (i) any land (including land surface or subsurface strata), soil or underground space, surface water, ground water, body of water, sediment, and air (including all layers of the atmosphere); (ii) all organic and inorganic matter and living organisms; (iii) the interacting natural systems that include components referred to in clauses (i) and (ii); (iv) the environment or natural environment as defined in any Environmental Laws; and (v) any other environmental medium or natural resource;

"**Environmental Laws**" means, with respect to any one or more Persons or its or their business, activities, property, assets or undertaking, all Laws relating to the Environment or health and safety matters of the jurisdictions applicable to such Person or Persons or its or their business, activities, property, assets or undertaking, including Laws relating to the storage, use, handling, manufacture, processing, labelling, advertising, sale, display, transportation, treatment, Release or disposal of, or exposure to, Hazardous Substances;

"**Existing Strathcona Offer**" means the existing unsolicited take-over bid for all of the outstanding MEG Shares and the associated MEG SRP Rights, made by Strathcona pursuant to Strathcona's offer to purchase and take-over bid circular dated May 30, 2025 (as such bid may be extended, changed or varied, other than to change the amount or form of consideration offered (including the type of consideration and/or the respective proportion of type of consideration offered) pursuant thereto (and, for clarity, if such bid is changed or varied to change the amount or form of consideration offered (including the type of consideration and/or the respective proportion of type of consideration offered), such bid shall constitute an "**Amended Strathcona Offer**" and an "**Acquisition Proposal**"));

"**FCPA**" means the United States *Foreign Corrupt Practices Act of 1977*;

"**Final Order**" means the order of the Court approving the Arrangement pursuant to section 193(4) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both MEG and Purchaser, each acting reasonably;

"**Financial Advisors**" means BMO Capital Markets and RBC Capital Markets;

"**Financing**" means the Debt Financing, a Debt Issue or any other alternative debt or equity financings contemplated under or otherwise not prohibited by the terms of the Debt Commitment Letter that may be obtained by Purchaser or its affiliates to fund a portion of the aggregate Consideration payable under the terms of the Plan of Arrangement;

"**Financing Arrangements**" has the meaning ascribed thereto in Section 3.7(b)(ii);

"**Financing Materials**" has the meaning ascribed thereto in Section 3.7(b)(iii)(H);

"**Financing Source Parties**" means the Financing Sources and each of their respective affiliates and their and their respective affiliates' respective current, former and future direct or indirect equity holders, controlling persons,

stockholders, agents, affiliates, members, managers, general or limited partners, assignees and each of their respective directors, officers, agents, accountants, attorneys, investment bankers, advisors, environmental consultants and other authorized representatives; provided neither Purchaser nor any affiliate of Purchaser shall be Financing Source Parties;

"**Financing Sources**" means the agents, arrangers, lenders, underwriters and other Persons that have committed or been engaged to provide or arrange (including through soliciting purchasers of, or otherwise placing, notes, other debt, equity or hybrid securities) or otherwise entered into agreements in connection with all or any part of the Financings, including the parties to the Debt Financing Documents, any joinder or counterparty agreements, indentures or credit agreements entered into in connection therewith, together with their respective affiliates, successors and assigns;

"**Former Employee**" means a former employee of MEG or the MEG Subsidiary holding MEG RSUs or MEG PSUs;

"**GLJ**" means GLJ Ltd.;

"**Governmental Authority**" means any: (i) domestic or foreign, multinational, national, federal, territorial, provincial, state, regional, municipal or local government or governmental, regulatory, legislative, executive or administrative authority, department, court, commission, board or tribunal, arbitral body, bureau, ministry, agency, regulator, legislature or instrumentality or official, including any political subdivision thereof; (ii) quasi-governmental or private body exercising regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iii) any stock exchange;

"**Hazardous Substances**" means all material, substance and waste that is prohibited, listed, defined, designated, classified or regulated under or pursuant to any Environmental Laws, including any pollutant, substance, dangerous substance, toxic substance, hazardous material, hazardous substance, waste, hazardous waste, dangerous good or contaminant, whether natural or artificial, and all breakdown substances, and specifically including petroleum and all derivatives thereof and synthetic substitutes therefor, asbestos or asbestos-containing materials in any form or condition, and polychlorinated biphenyls;

"**Hedging Transaction**" means: (i) any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity loan, commodity consignment, commodity lease, commodity swap, commodity option, commodity purchase or sale (including, a forward Contract and whether settled by physical or financial delivery), equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, transaction to buy, sell, borrow or lend securities or any other similar transaction (including any option with respect to any of these transactions); and (ii) any derivative or combination of these transactions;

"**HSR Act**" means the United States *Hart-Scott-Rodino Antitrust Improvements Act of 1976*;

"**HSR Approval**" means, all waiting periods (and any extensions thereof) under the HSR Act applicable to the transactions contemplated by this Agreement, and any commitment to, or agreement with, any Governmental Authority to delay the consummation of, or not to consummate before a certain date, the transactions contemplated by this Agreement, shall have expired or been terminated;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Independent Contractors**" means those Persons engaged by MEG or the MEG Subsidiary to provide services to MEG or the MEG Subsidiary, either in their personal capacity or through a corporation, and as disclosed in writing by MEG to Purchaser;

"**Information Technology**" means all: (i) computer, information technology, data processing, and communications systems, components, facilities, and services, including all software, hardware, networks, interfaces, platforms, databases and related data, switches, telecommunications equipment, operating systems, websites, website content,

links; and (ii) equipment relating to the transmission, storage, maintenance, organization, presentation, generation, processing, or analysis of data and information, whether or not in electronic format;

"**Intellectual Property Rights**" means any right or protection existing from time to time in any jurisdiction throughout the world, whether registered or not, under any patent Law or other invention or discovery Law, copyright Law, industrial design Law, confidential information Law (including breach of confidence), trade secret Law, trademark Law, rights in internet domain names and any other industrial or intellectual property Laws, including all registrations, applications for registration, divisionals and renewals for any of the foregoing (as applicable), legislation by competent Governmental Authorities and judicial decisions under common law or equity, and rights and remedies against past, present, and future infringement, misappropriation, or other violation of any such right or protection;

"**Interim Order**" means the interim order of the Court concerning the Arrangement under section 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the MEG Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both MEG and Purchaser, each acting reasonably;

"**ISDA**" has the meaning ascribed thereto in Section (y)(ii)(D) of Schedule "D";

"**Key Regulatory Approvals**" means collectively, the Competition Act Approval and the HSR Approval;

"**Laws**" means all laws (including, for greater certainty, common law), statutes, regulations, by-laws, statutory rules, Orders, ordinances, protocols, codes, guidelines, notices and directions enacted, promulgated, enforced, issued or entered by a Governmental Authority (including all Applicable Canadian Securities Laws and all Applicable U.S. Securities Laws) and the terms and conditions of any grant of approval, permission, judgment, decision, ruling, award, authority or license of any Governmental Authority or self-regulatory authority;

"**Matching Period**" has the meaning ascribed thereto in Section 7.1(d);

"**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to either Party, any fact or state of facts, circumstance, change, effect, occurrence or event that individually is or in the aggregate are, or would individually or in the aggregate reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, properties, capitalization, liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of the Party and its subsidiaries, taken as a whole, other than any fact or state of facts, circumstance, change, effect, occurrence or event resulting from or arising in connection with:

(a) any change, development or condition generally affecting the industries, businesses or segments thereof in which such Party and its respective subsidiaries operate;

(b) any change, development or condition in or relating to global, international, national or regional political conditions (including strikes, lockouts, riots, blockades or facility takeover for emergency purposes) or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial, credit or capital markets;

(c) any change, development or condition resulting from any act of terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of terrorism, hostilities or war;

(d) any adoption, proposal, implementation or change in Law or in any interpretation, application or non-application of any Laws by any Governmental Authority (including, for greater certainty, any change to the Tax Act or other applicable taxing legislation or to Tax rates);

(e) any change in applicable generally accepted accounting principles, including IFRS, or changes in regulatory accounting requirements applicable to the oil and gas and oil sands exploration, development and production businesses;

(f) any climatic, earthquake or other natural event or condition (including weather conditions and any natural disaster);

(g) any epidemic, pandemic, disease outbreak, other health crisis or public health event;

(h) any decline in the market price for crude oil, natural gas or related hydrocarbons on a current or forward basis;

(i) any change to any existing, or the imposition of any new, import or export restriction, prohibition, tariff, duty, charge or Tax imposed by:

(i) the federal or a state or other government of the United States of America on goods (including petroleum products) imported from or exported to Canada; or

(ii) the federal or a provincial or other government of Canada on goods (including petroleum products) imported from or exported to the United States of America;

(j) any actions taken (or omitted to be taken) at the written request of the Other Party;

(k) any action taken by the Party or any of its subsidiaries that is required pursuant to this Agreement (excluding any obligation to act in the ordinary course of business, but, for greater certainty, including any steps taken pursuant to Section 3.3);

(l) any matter which has been disclosed in writing by the Purchaser to MEG or by MEG to the Purchaser, as applicable, or in a document filed by the Party since January 1, 2024 until two (2) Business Days prior to the Agreement Date with any securities commission or similar regulatory authority in compliance, or intended compliance, with Applicable Canadian Securities Laws, which is available for public viewing on the Party's profile on SEDAR+ at www.sedarplus.ca;

(m) the execution, announcement, pendency or performance of this Agreement or the consummation of the Arrangement;

(n) the failure of the Party to meet any internal, published, public or analyst projections, forecasts, guidance or estimates, including of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); or

(o) any change in the market price, credit rating or trading volume of any securities of the Party or the Party's corporate credit rating (it being understood that the causes underlying such change in market price, credit rating or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, however, that: (i) with respect to clauses (a) through and including (i), such matter does not have a materially disproportionate effect on the business, operations, results of operations, assets, properties, capitalization, liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of such Party and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the oil and gas and oil sands exploration industry (in which case the incremental disproportionate effect may be taken into account in determining whether there has been, or is reasonably expected to be, a Material Adverse Effect); and (ii) unless expressly provided in any particular section of this Agreement, references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a "Material Adverse Effect" has occurred;

"**material change**" has the meaning ascribed thereto in the Securities Act;

"**Material Subsidiary**" means a subsidiary, the total assets of which constitute more than 10% of the consolidated assets of Purchaser or MEG (as applicable) as at December 31, 2024, the total liabilities of which constitute more than

10% of the consolidated liabilities of Purchaser or MEG (as applicable) as at December 31, 2024, or the total revenues of which constitute more than 10% of the consolidated revenues of Purchaser or MEG (as applicable) for the year ended December 31, 2024;

"**MEG**" means MEG Energy Corp., a corporation existing under the ABCA;

"**MEG Balance Sheet**" has the meaning ascribed thereto in Section (ee) of Schedule "D";

"**MEG Board**" means the board of directors of MEG;

"**MEG Board Recommendation**" has the meaning ascribed thereto in Section 2.2(a);

"**MEG Capital Program**" means the capital program of MEG disclosed in writing by MEG to Purchaser;

"**MEG Cash-Settled PSUs**" means the performance share units awarded pursuant to the MEG Cash-Settled RSU Plan, including any related dividend equivalent units;

"**MEG Cash-Settled RSU Plan**" means MEG's amended and restated Cash-Settled RSU Plan;

"**MEG Cash-Settled RSUs**" means the restricted share units awarded pursuant to the MEG Cash-Settled RSU Plan, including any related dividend equivalent units;

"**MEG Credit Agreements**" means, collectively: (i) the fifth amended and restated credit agreement dated as of June 27, 2024 among MEG, as borrower, Bank of Montreal, as agent, and the financial institutions party thereto as lenders from time to time; and (ii) the second amended and restated credit agreement dated as of June 24, 2022 between MEG, as borrower, and Bank of Montreal, as lender; as amended by the first amending agreement dated as of June 27, 2024;

"**MEG Data Room**" means all documents made available in the electronic data rooms accessible at [*data room link redacted*], as they existed as of 12:00 p.m. (Calgary, Alberta time) on August 21, 2025, and made available by MEG to Purchaser and its Representatives in connection with the transactions contemplated hereby;

"**MEG Disclosure Letter**" means the disclosure letter dated the Agreement Date from MEG to Purchaser;

"**MEG Disposition Event**" has the meaning ascribed thereto in Section 7.4;

"**MEG DSU Plan**" means the MEG Deferred Share Unit Plan, as amended;

"**MEG DSUs**" means deferred share units awarded pursuant to the MEG DSU Plan, including any related dividend equivalent units;

"**MEG Employee Plans**" has the meaning ascribed thereto in Section (tt) of Schedule "D";

"**MEG Employees**" means individuals employed by MEG or the MEG Subsidiary on a full-time, part-time or temporary basis, and for greater certainty includes officers of MEG;

"**MEG Executive Employment Agreements**" means the executive employment agreements between certain officers of MEG and MEG;

"**MEG Expense Reimbursement Amount**" has the meaning ascribed thereto in Section 7.5;

"**MEG Expense Reimbursement Event**" has the meaning ascribed thereto in Section 7.5;

"**MEG Fairness Opinions**" mean collectively, the BMO Fairness Opinion and the RBC Fairness Opinion;

"**MEG Financial Statements**" means, together: (i) the audited consolidated financial statements of MEG as at and for the years ended December 31, 2024 and 2023, together with the notes thereto and the auditor's report thereon; and (ii) the interim consolidated unaudited financial statements of MEG as at and for the three and six months ended June 30, 2025;

"**MEG Group**" has the meaning ascribed thereto in Section 3.2(a);

"**MEG Incentive Plans**" means, collectively, the MEG DSU Plan and the MEG RSU Plans;

"**MEG Incentives**" means, collectively, the MEG DSUs, the MEG RSUs and the MEG PSUs;

"**MEG Information**" means the information prepared and provided by MEG and required to be included or incorporated by reference in the Circular under Applicable Canadian Securities Laws other than Purchaser Information;

"**MEG IP**" has the meaning ascribed thereto in Section (zz) of Schedule "D";

"**MEG IT**" has the meaning ascribed thereto in Section (zz) of Schedule "D";

"**MEG Material Contracts**" means the Contracts described in Section (y) of Schedule "D", together with all exhibits, schedules and amendments to such Contracts;

"**MEG Meeting**" means the special meeting of MEG Shareholders to be called and held in accordance with this Agreement and the Interim Order to permit the MEG Shareholders to consider the MEG Transaction Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

"**MEG Note Indenture**" means the trust indenture dated as of February 2, 2021, among MEG, the MEG Subsidiary, as guarantor, and Wilmington Trust, National Association, as trustee;

"**MEG Notes**" means the 5.875% senior notes due 2029, issued pursuant to the MEG Note Indenture;

"**MEG PSUs**" means, together, the MEG Treasury-Settled PSUs and the MEG Cash-Settled PSUs, and includes, for the purposes of Section 2.8, the number of MEG PSUs held, or deemed to be held, by the Departing Individuals and Continuing Individuals at the Effective Time after giving effect to the adjustments described in Section 2.8(b);

"**MEG Required Approval**" has the meaning ascribed thereto in Section 2.1(c)(iii);

"**MEG Reserves Report**" means the report prepared by GLJ and dated January 31, 2025, evaluating MEG's proved and probable reserves and certain contingent resources as at December 31, 2024;

"**MEG RSU Plans**" means together, the MEG Cash-Settled RSU Plan and the MEG Treasury-Settled RSU Plan;

"**MEG RSUs**" means, together, the MEG Treasury-Settled RSUs and the MEG Cash-Settled RSUs;

"**MEG Shareholder**" means a holder of MEG Shares;

"**MEG Shareholder Rights Plan**" means the shareholder rights plan agreement dated as of August 6, 2010 with Computershare Trust Company of Canada, as amended and/or amended and restated from time to time, and any shareholder rights plan adopted by MEG after that date;

"**MEG Shares**" means the common shares in the capital of MEG;

"**MEG SRP Rights**" means the rights issued pursuant to the MEG Shareholder Rights Plan, and "**MEG SRP Right**" means any one of them;

"**MEG Subsidiary**" means MEG Energy (U.S.) Inc.;

"**MEG Support Agreements**" means the support agreements entered into between the Supporting MEG Shareholders and Purchaser, dated as of the Agreement Date;

"**MEG Termination Amount**" has the meaning ascribed thereto in Section 7.4;

"**MEG Transaction Resolution**" means the special resolution in respect of the Arrangement to be considered and voted on by the MEG Shareholders at the MEG Meeting, substantially in the form included in Schedule "B" attached hereto, including any amendments or variations made thereto in accordance with this Agreement or at the direction of the Court in the Interim Order, provided any amendments made at the discretion of the Court in the Interim Order are acceptable to MEG and Purchaser, each acting reasonably;

"**MEG Treasury-Settled PSUs**" means the performance share units awarded pursuant to the MEG Treasury-Settled RSU Plan, including any related dividend equivalent units;

"**MEG Treasury-Settled RSU Plan**" means MEG's amended and restated Treasury-Settled RSU Plan;

"**MEG Treasury-Settled RSUs**" means the restricted share units awarded pursuant to the MEG Treasury-Settled RSU Plan, including any related dividend equivalent units;

"**misrepresentation**" has the meaning ascribed thereto in the Securities Act;

"**Money Laundering Laws**" means collectively, the applicable anti-money laundering Laws thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities;

"**No Action Letter**" means a written confirmation from the Commissioner that he does not, at that time, intend to make an application under section 92 of the Competition Act;

"**NYSE**" means the New York Stock Exchange;

"**OFAC**" means the Office of Foreign Assets Control of the U.S. Treasury Department;

"**OHSL**" means Occupational Health and Safety Laws applicable to MEG;

"**Order**" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Authority (in each case, whether temporary, preliminary or permanent);

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

"**Outside Date**" means the date that is six (6) months after the Agreement Date, provided that if any of the Key Regulatory Approvals have not been obtained by that date and none of the Key Regulatory Approvals have been denied by a non-appealable decision of a Governmental Authority, the Outside Date may be extended by a one (1) month period by either Party delivering a notice to the Other Party of its election of such extension delivered on or before the Outside Date then in effect, and thereafter the Outside Date may be extended by the mutual agreement of the Parties in writing;

"**Parties**" means Purchaser and MEG, and "**Party**" means either of them;

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Personal Information**" means any information that is defined as "personal information" under Applicable Law;

"**Plan of Arrangement**" means the plan of arrangement in the form attached hereto as Schedule "A", as the same may be amended or supplemented from time to time in accordance with the terms hereof, thereof or at the direction of the Court in the Final Order with the consent of MEG and Purchaser, each acting reasonably;

"**Purchaser**" means Cenovus Energy Inc., a corporation existing under the laws of Canada;

"**Purchaser Balance Sheet**" has the meaning ascribed thereto in Section (dd) of Schedule "C";

"**Purchaser Board**" means the board of directors of Purchaser;

"**Purchaser Data Room**" means all documents made available in the electronic data room accessible at [*data room link redacted*], as it existed as of 12:00 p.m. (Calgary, Alberta time) on August 21, 2025, and made available by Purchaser to MEG and its Representatives in connection with the transactions contemplated hereby;

"**Purchaser Disclosure Letter**" means the disclosure letter dated the Agreement Date from Purchaser to MEG;

"**Purchaser Disposition Event**" has the meaning ascribed thereto in Section 7.2;

"**Purchaser Expense Reimbursement Amount**" has the meaning ascribed thereto in Section 7.3;

"**Purchaser Expense Reimbursement Event**" has the meaning ascribed thereto in Section 7.3;

"**Purchaser Financial Statements**" means, together: (i) the audited consolidated financial statements of Purchaser as at and for the years ended December 31, 2024 and 2023, together with the notes thereto and the auditor's report thereon; and (ii) the interim consolidated unaudited financial statements of Purchaser as at and for the three and six months ended June 30, 2025;

"**Purchaser First Preferred Shares**" means the first preferred shares in the capital of Purchaser, issuable in one or more series;

"**Purchaser Group**" has the meaning ascribed thereto in Section 3.1(a);

"**Purchaser Incentives**" means, collectively, the Purchaser Options, the Purchaser PSUs and the Purchaser RSUs;

"**Purchaser Information**" means all information prepared and provided by Purchaser and required to be included or incorporated by reference in the Circular under Applicable Canadian Securities Laws other than MEG Information;

"**Purchaser Material Contracts**" means the Contracts described in Section (x) of Schedule "C", together with all exhibits, schedules and amendments to such Contracts;

"**Purchaser Option Plan**" means the amended and restated employee stock option plan of Purchaser providing for the grant of Purchaser Options to employees of Purchaser or its subsidiaries made as of November 30, 2009, and amended and restated as of December 19, 2024;[1]

"**Purchaser Options**" means the stock options of Purchaser granted under the Purchaser Option Plan, as may be amended or amended and restated from time to time, entitling the holders thereof to acquire Purchaser Shares upon payment of an exercise price, or surrender the stock options for a cash payment, in accordance with the provisions of the Purchaser Option Plan;

"**Purchaser Preferred Shares**" means the Purchaser First Preferred Shares and Purchaser Second Preferred Shares;

[1]The Parties have acknowledged and agreed that the reference to December 19, 2024 in the definition of "Purchaser Option Plan" is an error and should be read as October 30, 2019.

"**Purchaser PSU Plan**" means the performance share unit plan for employees of Purchaser providing for the grant of Purchaser PSUs to employees of Purchaser or its affiliates adopted with effect from February 10, 2010 and amended and restated effective January 1, 2018, and further amended and restated effective January 27, 2021 and further amended and restated effective December 19, 2024;

"**Purchaser PSUs**" means the performance share units granted under the Purchaser PSU Plan entitling the holders thereof to receive a cash payment or Purchaser Shares (or a combination thereof), as determined by Purchaser, upon vesting in accordance with the provisions of the Purchaser PSU Plan;

"**Purchaser RSU Plan**" means the restricted share unit plan for employees of Purchaser providing for the grant of Purchaser RSUs to certain employees of Purchaser or its affiliates adopted with effect from February 7, 2010 and amended and restated effective January 1, 2018, and further amended and restated effective January 27, 2021 and further amended and restated effective December 19, 2024;

"**Purchaser RSUs**" means the restricted share units granted under the Purchaser RSU Plan entitling the holders to receive a cash payment or Purchaser Shares (or a combination thereof), as determined by Purchaser, upon vesting of such Purchaser RSUs in accordance with the provisions of the Purchaser RSU Plan;

"**Purchaser Second Preferred Shares**" means the second preferred shares in the capital of Purchaser, issuable in one or more series;

"**Purchaser Shareholders**" means the holders of Purchaser Shares;

"**Purchaser Shares**" means the common shares in the capital of Purchaser;

"**Purchaser Subsidiaries**" means the Material Subsidiaries of Purchaser;

"**Purchaser Termination Amount**" has the meaning ascribed thereto in Section 7.2;

"**Purchaser Warrants**" means the common share purchase warrants of Purchaser;

"**Rating Agencies**" means: (a) S&P Global Ratings, and any successor to the ratings business thereof ("**S&P**"); (b) Moody's Investors Service, Inc. or its successor to its rating agency business ("**Moody's**"); (c) Fitch Ratings, Inc. and its subsidiaries, or any successor to the rating agency business thereof ("**Fitch**"); or (d) if S&P, Moody's or Fitch or any or all of them shall not make a rating of the MEG Notes publicly available, a nationally recognized securities rating agency or agencies, as the case may be, selected by MEG, which shall be substituted for S&P, Moody's or Fitch or any or all of them, as the case may be;

"**RBC Capital Markets**" means RBC Dominion Securities Inc.;

"**RBC Fairness Opinion**" means the opinion of RBC Capital Markets, as financial advisor to the Special Committee, to the effect that, as of the date of such opinion, and subject to the assumptions made and limitations and qualifications included therein, the Consideration to be received by MEG Shareholders is fair, from a financial point of view, to the MEG Shareholders;

"**Recipient**" has the meaning ascribed thereto in Section 7.11(a);

"**Registrar**" means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under section 263 of the ABCA;

"**Release**" means any release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, migration, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into or through the Environment that would constitute a violation of Environmental Law;

"**Representatives**" has the meaning ascribed thereto in Section 7.1(a);

"**Resignations and Mutual Releases**" has the meaning ascribed thereto in Section 2.7(b);

"**Return**" means any written or electronic report, return, statement, claim for refund, estimate, election, designation, form, declaration of estimated Tax, information statement and information return relating to, or required to be filed or actually filed with a Governmental Authority in connection with, any Taxes;

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities Act**" means the *Securities Act*, RSA 2000, c S-4;

"**SEDAR+**" means the System for Electronic Data Analysis and Retrieval +;

"**Settlement Price**" means an amount equal to: (i) $20.4375 in cash *plus*; (ii) the value of 0.33125 of a Purchaser Share, with the value of the portion of such consideration paid in Purchaser Shares being calculated based on the 5-Day VWAP for the Purchaser Shares;

"**Special Committee**" means the special committee of the MEG Board;

"**Stock Exchanges**" means the TSX and the NYSE;

"**Strathcona**" means Strathcona Resources Ltd.;

"**subsidiary**" has the meaning ascribed thereto in the Securities Act;

"**Superior Proposal**" means an unsolicited *bona fide* written Acquisition Proposal:

(a) that complies with all Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

(b) that is not subject to a financing condition;

(c) that is not subject to any due diligence condition and/or access condition;

(d) to acquire not less than all of the outstanding MEG Shares or not less than substantially all of the assets, properties, permits, rights or other privileges (whether contractual or otherwise) of MEG and its subsidiaries and partnership interests;

(e) that the MEG Board and any relevant committee thereof has determined in good faith, after receipt of advice from one of its Financial Advisors or other professional financial advisors and external legal counsel, is reasonably capable of being consummated without undue delay within the time and on the terms of such Acquisition Proposal (including, the terms of any proposed financing arrangements), taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person or group of Persons making such Acquisition Proposal; and

(f) that the MEG Board and any relevant committee thereof determines in good faith, after receipt of advice from one of its Financial Advisors or other professional financial advisors and external legal counsel, would be, if consummated within the time and in accordance with the terms of such Acquisition Proposal (including, the terms of any proposed financing arrangements), and without assuming away the risk of non-completion, more favourable, from a financial point of view, to the MEG Shareholders than the Arrangement,

provided however that the Existing Strathcona Offer shall be deemed not to be, and may not constitute, a Superior Proposal for any purpose of this Agreement;

"**Supporting MEG Shareholders**" means each of the directors and executive officers of MEG;

"**Tax**" or "**Taxes**" means all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Applicable Laws and howsoever denominated, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, large corporation, capital gain, minimum, transfer, land transfer, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, stamp, withholding, business, franchising, property, employer health, payroll, employment, employment insurance, health and health insurance, social services, education and social security taxes, fuel taxes or levies, all surtaxes, all customs duties and import and export taxes, pension plan and workers compensation premiums or contributions, carbon taxes or levies and other obligations of the same or of a similar nature to any of the foregoing;

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp);

"**Transferred Information**" has the meaning ascribed thereto in Section 7.11(a);

"**TSX**" means the Toronto Stock Exchange;

"**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*; and

"**U.S. Securities Act**" means the *United States Securities Act of 1933*.

**1.2 Interpretation Not Affected by Headings, etc.**

The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereto" and "hereunder" and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

**1.3 Number, etc.**

Words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation". If a term is defined in this Agreement, a derivative of that term will have a corresponding meaning.

**1.4 Date for Any Action**

If any date on which any action is required to be taken hereunder is not a Business Day, such action shall be taken on the next succeeding day that is a Business Day.

**1.5 Entire Agreement**

This Agreement and the Confidentiality Agreement (to the extent that the provisions of the Confidentiality Agreement have not been superseded by the provisions of this Agreement), together with the agreements and documents referred to herein and therein, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. For greater certainty, the MEG Support Agreements are separate agreements between the parties thereto and are unaffected by this Section 1.5.

**1.6 Currency**

Unless otherwise indicated, all sums of money referred to in this Agreement are expressed in lawful money of Canada.

**1.7 Accounting Matters**

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature that are required to be made shall be made in a manner consistent with IFRS.

**1.8 Disclosure in Writing**

Reference to "disclosure in writing" or similar references herein shall, in the case of disclosure to Purchaser be references exclusively to the MEG Disclosure Letter, or in the case of disclosure to MEG be references exclusively to the Purchaser Disclosure Letter.

**1.9 References to Legislation**

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any rules, regulations and Orders promulgated thereunder from time to time in effect.

**1.10 Knowledge**

In this Agreement, references to "to the knowledge of" means the actual knowledge of the Executive Officers of Purchaser or MEG, as the case may be, after such inquiry as such officers shall consider reasonable in the circumstances. For purposes of this Section 1.10, "Executive Officers" in the case of Purchaser means Purchaser's President & Chief Executive Officer, Purchaser's Executive Vice-President & Chief Financial Officer, Purchaser's Senior Vice-President, Legal, General Counsel & Corporate Secretary and Purchaser's Executive Vice-President, Corporate Development & Chief Sustainability Officer and in the case of MEG means MEG's President and Chief Executive Officer, MEG's Chief Financial Officer and all of MEG's Senior Vice Presidents.

**1.11 No Strict Construction**

The Parties acknowledge that their respective external legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

**1.12 Schedules**

The following Schedules attached hereto are incorporated into, and form an integral part of, this Agreement:

| | | |
|---|---|---|
| SCHEDULE "A" | - | Plan of Arrangement |
| SCHEDULE "B" | - | Form of MEG Transaction Resolution |
| SCHEDULE "C" | - | Representations and Warranties of Purchaser |
| SCHEDULE "D" | - | Representations and Warranties of MEG |

## ARTICLE 2
## THE ARRANGEMENT AND MEG MEETING

**2.1 Plan of Arrangement**

(a) Subject to the terms and conditions of this Agreement, the Parties agree to carry out the Arrangement in accordance with the terms of the Plan of Arrangement.

(b) On September 9, 2025 or as soon as reasonably practicable thereafter, but in any event by no later than September 18, 2025, subject to the availability of the Court, MEG will apply to the Court, in a manner acceptable to Purchaser, acting reasonably, for the Interim Order and thereafter will diligently seek the Interim Order in cooperation with Purchaser. Upon receipt of the Interim Order, MEG will promptly carry out the terms of the Interim Order to the extent applicable to it.

(c) The application for an Interim Order referred to in Section 2.1(b) shall request that the Interim Order provide, among other things:

(i) for the classes of Persons to whom notice is to be provided in respect of the Arrangement and the MEG Meeting and for the manner in which such notice is to be provided;

(ii) the calling and holding of the MEG Meeting;

(iii) that the requisite approval for the MEG Transaction Resolution to be placed before the MEG Shareholders at the MEG Meeting shall be:

(A) 66⅔% of the votes cast on the MEG Transaction Resolution by MEG Shareholders present in person (or virtually) or represented by proxy at the MEG Meeting (and that each MEG Shareholder is entitled to one vote for each MEG Share held);

(B) if required under Applicable Canadian Securities Laws, a simple majority of the votes cast on the MEG Transaction Resolution by MEG Shareholders present in person (or virtually) or represented by proxy at the MEG Meeting after excluding the votes cast by those persons whose votes are required to be excluded in accordance with Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*; and

(C) such other approvals of the MEG Shareholders at the MEG Meeting as are required by the TSX under Part VI of the TSX Company Manual,

(the "**MEG Required Approval**");

(iv) for the method and manner in which amendments, revisions or supplements to the Circular (and any other materials sent by MEG in connection with the MEG Meeting), including material changes, may be mailed, filed or otherwise publicly disseminated to the MEG Shareholders, and such other Persons as may be required by the Interim Order, as disclosed in writing by MEG to Purchaser;

(v) that, in all other respects, other than as ordered by the Court, the terms, restrictions and conditions of the constating documents of MEG, including quorum requirements and all other matters, shall apply in respect of the MEG Meeting;

(vi) for the grant of Dissent Rights to the registered MEG Shareholders as set forth in the Plan of Arrangement;

(vii) that the MEG Meeting may be adjourned or postponed from time to time in accordance with the terms of this Agreement without the need for additional approval of the Court, and that notice of any such adjournment or postponement may be given by such method as MEG determines is appropriate in the circumstances and that the time period required by any such adjournment or postponement shall be for such time period or periods as MEG deems advisable;

(viii) confirmation of the record date for the purposes of determining the MEG Shareholders entitled to receive materials and vote at the MEG Meeting in accordance with the Interim Order;

(ix) that such record date will not change in respect of any adjournment(s) or postponement(s) of the MEG Meeting, unless required by Applicable Laws;

(x) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and

(xi) for such other matters as the Parties may agree in writing, each acting reasonably.

(d) In the application referred to in Section 2.1(b), MEG shall inform the Court that Purchaser intends to rely on the exemption provided by Section 3(a)(10) of the U.S. Securities Act for the issuance of the Purchaser Shares comprising a portion of the Consideration, and that, in connection therewith, the Court will be required to approve the substantive and procedural fairness of the terms and conditions of the Arrangement to each Person to whom Purchaser Shares will be issued. Each Person to whom Purchaser Shares will be issued on completion of the Arrangement will be given adequate notice in accordance with the Interim Order advising them of their right to attend and appear before the Court at the hearing of the Court for the Final Order and providing them with adequate information to enable such Person to exercise such right.

(e) On the condition that all necessary approvals for the MEG Transaction Resolution are obtained from the MEG Shareholders, MEG shall, as soon as reasonably practicable following the MEG Meeting but in any event not later than five (5) Business Days after the MEG Transaction Resolution is duly passed, but in all cases subject to the availability of the Court, submit the Arrangement to the Court and apply for the Final Order.

**2.2 MEG Board Recommendation**

MEG represents and warrants to Purchaser that:

(a) upon, among other things, the unanimous recommendation of the Special Committee and the advice of its Financial Advisors and external legal advisors, the MEG Board has unanimously:

(i) determined that the Arrangement and the entry into this Agreement are in the best interests of MEG;

(ii) determined that the Arrangement is fair to MEG Shareholders and other MEG stakeholders;

(iii) approved this Agreement and the transactions contemplated hereby; and

(iv) resolved to recommend that MEG Shareholders vote in favour of the MEG Transaction Resolution;

(collectively (a)(i), (ii), (iii) and (iv) the "**MEG Board Recommendation**"); and

(b) the Special Committee has received the oral RBC Fairness Opinion, a written copy of which has been, or will be, delivered to the Special Committee on or before the date of the Circular and the MEG Board has received the oral BMO Fairness Opinion, a written copy of which has been, or will be, delivered to the MEG Board on or before the date of the Circular.

**2.3 Circular and MEG Meeting**

(a) Following the execution of this Agreement and in compliance with the Interim Order and Applicable Laws, MEG shall, with assistance from and the participation of Purchaser: (i) prepare the Circular together with any other documents required by Applicable Laws in connection with the MEG Meeting and use commercially reasonable efforts to cause the Circular and such other documents to be mailed to the MEG Shareholders and such other Persons as required by the Interim Order and filed with applicable securities regulatory authorities and other Governmental Authorities in all jurisdictions where the same are required to be filed on September 12, 2025 or as soon as reasonably practicable thereafter, and in any event by no later than September 19, 2025; and (ii) use commercially reasonable efforts to convene and conduct the MEG Meeting on October 9, 2025 or as soon as reasonably practicable thereafter, but in any event by no later than October 15, 2025, at which MEG Meeting the MEG Transaction Resolution shall be submitted to the MEG Shareholders entitled to vote upon such resolution for approval.

(b) MEG shall not adjourn, postpone or cancel the MEG Meeting (or propose the same) without the prior written consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, except:

(i) in the case where the MEG Meeting is adjourned or postponed (but not cancelled) as required for quorum purposes

(ii) at the request of Purchaser for the purpose of attempting to obtain the MEG Required Approval in which case, the MEG Meeting shall be held within ten (10) Business Days of the latest date then scheduled for the MEG Meeting, in accordance with this Agreement, provided that Purchaser may only request one such adjournment or postponement;

(iii) where such adjournment or postponement of the MEG Meeting is pursuant to Section 7.1(d) of this Agreement; or

(iv) if required by Applicable Laws or by a Governmental Authority.

(c) MEG shall, with assistance from and the participation of Purchaser, cause the Circular to be prepared in compliance, in all material respects, with Applicable Canadian Securities Laws and the ABCA and to provide the MEG Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be considered at the MEG Meeting, and shall include: (i) or incorporate by reference the MEG Information; (ii) a copy of the MEG Fairness Opinions; (iii) subject to the terms of this Agreement, the MEG Board Recommendation; (iv) or incorporate by reference the Purchaser Information; (v) a summary of the terms of the MEG Support Agreements; and (vi) a copy, and summary of the terms and conditions, of this Agreement.

(d) Purchaser shall, in a timely manner, provide MEG with the Purchaser Information, and such other information relating to Purchaser as MEG may reasonably request for inclusion in the Circular, so as to permit compliance with the timeline set out in Section 2.3(a).

(e) MEG shall, subject to compliance with Applicable Canadian Securities Laws, incorporate the Purchaser Information into the Circular substantially in the form provided by Purchaser, and MEG shall provide Purchaser and its Representatives with a reasonable opportunity to review and comment on the Circular and any other relevant documentation and shall give reasonable consideration to all comments made by Purchaser and its Representatives (subject to any Applicable Laws). The Circular shall comply, in all material respects, with Applicable Canadian Securities Laws and the ABCA.

(f) MEG shall use its reasonable commercial efforts to ensure that the Circular (other than the Purchaser Information) does not, at the time of the mailing of the Circular, contain any misrepresentation.

(g) Purchaser shall use its reasonable commercial efforts to ensure that the Purchaser Information provided by it for inclusion in the Circular does not, at the time of the mailing of the Circular, contain any misrepresentation.

(h) Each Party shall promptly notify the Other Party if it becomes aware that the Circular contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall cooperate in the preparation of any such amendment or supplement as is required or appropriate, and MEG shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the MEG Shareholders and such other Persons if and to the extent required by the Interim Order and, if required by the Court or by Applicable Laws, file the same with the applicable securities regulatory authorities and other Governmental Authorities as required.

(i) MEG shall consult with Purchaser in fixing the record date of the MEG Meeting and shall not change such record date for the MEG Shareholders entitled to vote at the MEG Meeting in connection with any adjournment or postponement of the MEG Meeting unless required by Law or with the prior written consent of Purchaser.

(j) MEG shall provide notice to Purchaser of the MEG Meeting and allow Purchaser and its Representatives to attend such meeting.

(k) MEG shall advise Purchaser, as Purchaser may reasonably request, and on a daily basis on each of the last ten (10) Business Days prior to the proxy cut-off date for the MEG Meeting, as to the aggregate tally of the proxies received by MEG in respect of the MEG Transaction Resolution and any other matters to be considered at the MEG Meeting.

**2.4 Court Proceedings**

In connection with the Court proceedings relating to obtaining the Interim Order and the Final Order, MEG shall:

(a) provide Purchaser and its external legal counsel with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Plan of Arrangement, prior to the filing of that material, and give reasonable consideration to all comments of Purchaser and its external legal counsel;

(b) provide Purchaser and its external legal counsel on a timely basis with a description of any information required to be supplied by Purchaser for inclusion in any material to be filed with the Court in connection with the Arrangement, prior to the filing of that material, and accept the reasonable comments of Purchaser and its external legal counsel with respect to any such information required to be supplied by Purchaser and included in such material and any other matters contained therein;

(c) provide external legal counsel to Purchaser, on a timely basis, with copies of any notice of appearance and evidence served on MEG or its counsel in respect of the application for the Interim Order and the application for the Final Order or any appeal therefrom, and of any notice (written or oral) received by MEG indicating an intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order;

(d) not object to external legal counsel to Purchaser making such submissions on the application for the Interim Order and the application for the Final Order as such external legal counsel considers appropriate, acting reasonably, provided that MEG is advised of the nature of any submissions prior to the hearing and such submissions are consistent in all material respects with this Agreement and the terms of the Arrangement;

(e) subject to Applicable Laws, not file any material with, or make any written submissions to, the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with Purchaser's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, on the condition that nothing herein shall require Purchaser to agree or consent to, and Purchaser shall not be deemed to agree or consent to, any increased purchase price or other consideration or other modification or amendment to such filed or served materials that expands or increases Purchaser's obligations, or diminishes or limits Purchaser's rights, set forth in any such filed or served materials or under this Agreement;

(f) oppose any proposal from any Person that the Interim Order or the Final Order contain any provision inconsistent with this Agreement, and if required by the terms of the Interim Order or the Final Order or by Applicable Law to return to Court with respect to the Interim Order or the Final Order do so only after notice to, and in consultation and cooperation with, Purchaser; and

(g) if at any time after the issuance of the Final Order and prior to the Effective Date, MEG is required by the terms of the Final Order or by Applicable Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, Purchaser.

**2.5 Effective Date**

The Arrangement shall become effective at the Effective Time on the Effective Date. The Certificate shall be conclusive evidence that the Arrangement has become effective as of the Effective Time. The Parties shall use their reasonable commercial efforts to cause the Effective Date to occur no later than three (3) Business Days following the later of the issuance of the Final Order and the receipt of the Key Regulatory Approvals, and subject to the satisfaction or waiver of the conditions set out in Article 6 and, in any event, not later than the Outside Date, unless otherwise agreed to by the Parties in writing.

**2.6 Payment of Consideration**

Purchaser shall, following receipt of the Final Order and prior to the filing of the Articles of Arrangement with the Registrar pending only filing of the Articles of Arrangement, provide, or cause to be provided to the Depositary sufficient funds and Purchaser Shares (or an irrevocable direction to issue the Purchaser Shares in accordance with the Plan of Arrangement upon filing of the Articles of Arrangement) to be held in escrow (the terms and conditions of such escrow to be satisfactory to MEG and Purchaser, each acting reasonably) to satisfy the aggregate Consideration payable to the MEG Shareholders in accordance with the Plan of Arrangement (other than, for greater certainty, Consideration for MEG Shareholders that have validly exercised Dissent Rights).

**2.7 MEG Employee and Director Matters**

(a) From and after the Effective Time, Purchaser and any successor to Purchaser shall honour, comply and perform or cause MEG to perform, all obligations of MEG under the MEG Executive Employment Agreements, change of control, severance agreements or other agreements with current or former employees of MEG and in accordance with Section 2.7(c), will give due consideration to the continued employment of the MEG Employees (other than MEG officers).

(b) Prior to the Effective Time, MEG shall use commercially reasonable efforts to obtain resignations and mutual releases (the "**Resignations and Mutual Releases**") (in a form satisfactory to Purchaser, MEG and such resigning individual, each acting reasonably), effective and conditional upon the completion of the Arrangement, from the directors of the MEG Board and each of the MEG officers, and MEG shall deliver such Resignations and Mutual Releases to Purchaser on or prior to the Effective Date. Such officers of MEG that execute their respective Resignations and Mutual Releases shall, on the Effective Date, be paid their full entitlements under their respective MEG Executive Employment Agreements and the MEG Incentives, in accordance with the terms thereof, all arising from the cessation of their employment on a without cause basis.

(c) All MEG Employees (other than MEG officers) and Independent Contractors will continue in their employment or service after the Effective Date. Following the Effective Date, Purchaser may identify MEG Employees and Independent Contractors who will be terminated by Purchaser, and Purchaser shall, in exchange for a customary and reasonable form of release, in form and substance satisfactory to Purchaser, acting reasonably, pay such MEG Employees and Independent Contractors, in addition to the payment of all earned entitlements, such as accrued salary, contractor fees, accrued and unused vacation and reimbursable expenses, (i) in respect of MEG Employees, no less than the severance payments and entitlements pursuant to outstanding MEG Incentives (including those entitlements owed to a holder of MEG Incentives in accordance with MEG's retirement policy, a copy of which has been disclosed in writing by MEG to Purchaser), the details of which are disclosed in writing by MEG to Purchaser, and (ii) in respect of Independent Contractors, all required contractual amounts in respect of the termination of their engagement.

(d) The Parties acknowledge and agree that no provision of this Section 2.7 shall give any MEG Employee any right to continued employment or impair in any way the rights of MEG to terminate the employment of any MEG Employee.

**2.8 Treatment of MEG Incentives**

(a) The particulars of MEG Incentives outstanding as at the Agreement Date, and to be outstanding at the Effective Time after applying the performance factors approved by the MEG Board, have been disclosed in writing by MEG to Purchaser, including the names of holders of MEG Incentives and the number and type of MEG Incentives held by each such holder, and in respect of each such holder and such holder's MEG Incentives: (i) the grant date(s); (ii) the vesting date(s); and (iii) for MEG PSUs, the number of MEG PSUs before and after adjusting for the performance factors approved by the MEG Board and disclosed in writing by MEG to Purchaser.

(b) The Parties acknowledge that the completion of the Arrangement will result in a "Change of Control" under the MEG RSU Plans and the MEG RSUs and MEG PSUs outstanding thereunder. The Parties acknowledge and agree that: (i) the MEG PSUs outstanding at the Effective Time shall be adjusted at such time for the performance factors approved by the MEG Board and disclosed in writing by MEG to Purchaser; and (ii) each MEG RSU and MEG PSU held by a Continuing Individual at the Effective Time shall be further adjusted at such time by the Conversion Factor.

(c) Effective and conditional upon the completion of the Arrangement:

(i) all MEG RSUs and MEG PSUs held by the Departing Individuals shall vest and constitute "Vested Restricted Share Units" (as defined in the MEG RSU Plans) for the purposes of the MEG RSU Plans; and

(ii) MEG shall pay, or cause to be paid, to each Departing Individual holding MEG RSUs and MEG PSUs an amount in cash equal to the product of the number of MEG RSUs and MEG PSUs held by such Departing Individual multiplied by the Settlement Price, less applicable Taxes, whereafter such MEG RSUs and MEG PSUs shall be settled and terminated for the purposes of the MEG RSU Plans.

(d) Effective and conditional upon the completion of the Arrangement, MEG will pay, or cause to be paid, to each MEG director holding MEG DSUs an amount in cash equal to the product of the number of MEG DSUs held by such director *multiplied* by the Settlement Price, less applicable Taxes, whereafter such MEG DSUs shall be settled and terminated for the purposes of the MEG DSU Plans.

(e) Effective and conditional upon the completion of the Arrangement, the MEG RSUs and MEG PSUs held by the Continuing Individuals shall continue to vest in accordance with the MEG RSU Plans and any applicable grant or award agreement, and be settled on the vesting dates for such incentives as at the Agreement Date, in accordance with the MEG RSU Plans.

(f) Effective and conditional upon the completion of the Arrangement:

(i) MEG assigns and delegates to Purchaser, and Purchaser accepts and assumes from MEG, all rights and obligations of MEG under the MEG Incentive Plans and all MEG Incentives and related grant and award agreements outstanding thereunder;

(ii) all references in the MEG Incentive Plans: (A) to the "Corporation" or "MEG Energy Corp." shall mean the Purchaser; (B) to "Shares" shall refer to common shares in the capital of the Purchaser and such other security as may be substituted for it in accordance with the MEG Incentive Plans, including any rights that form part of the share or substituted security; (C) to the "Board" or "board of directors" shall mean the Purchaser Board; and (D) to the "Committee" or the "Compensation Committee" shall mean the Human Resources and Compensation Committee of the Purchaser Board or such other committee of the Purchaser Board mandated with responsibility for employee compensation matters at Purchaser, as applicable; and

(iii) except to the extent specifically modified or provided by this Agreement, all of the terms and conditions of each MEG RSU Plan and each MEG RSU and MEG PSU as in effect immediately

prior to the Effective Time shall continue in full force and effect and shall not in any way be amended, revised or otherwise affected by this Agreement or the Arrangement.

(g) Subject to completion of the Arrangement, MEG will pay, or cause to be paid, to each MEG Employee as at the Effective Time, an amount in cash equal to such employee's share, as determined by MEG, of the annual bonus pool established by the MEG Board for the period ended on the Effective Date. The aggregate amount paid by MEG pursuant to this Section 2.8(g) shall not exceed the amount disclosed in writing by MEG to Purchaser.

(h) MEG will ensure that it has available funds, at the Effective Time, sufficient to make the payments described in this Section 2.8. Prior to the Effective Date and notwithstanding the terms of the MEG Incentive Plans, the MEG Board (or, if appropriate, any committee thereof) will adopt appropriate resolutions and take all other actions as may be reasonably required, as determined by the MEG Board, in order to give effect to the transactions set out in this Section 2.8, including any amendment to any of the MEG Incentive Plans.

(i) All payments under this Section 2.8 to Departing Individuals who are MEG directors or officers shall be made at the Effective Time by wire transfer to the account designated in writing by each Departing Individual. All payments under this Section 2.8: to (i) Departing Individuals who are not MEG directors or officers; and (ii) Continuing Individuals shall be made as soon as practicable after the Effective Date through MEG's normal course payroll processes, except for the payments to be made pursuant to Section 2.8(g) which will be made at the Effective Time through a special run using MEG's payroll processes.

(j) This Section 2.8, and the rights and obligations of the Parties and the Departing Individuals and Continuing Individuals under this Section 2.8, shall survive completion of the Arrangement.

**2.9 Applicable U.S. Securities Laws**

The Arrangement shall be structured and executed such that, assuming the Court considers the fairness of the terms and conditions of the Arrangement and grants the Final Order, the issuance of the Purchaser Shares issuable to MEG Shareholders under the Arrangement will not require registration under the U.S. Securities Act, in reliance upon section 3(a)(10) thereof. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set out in this Section 2.9. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, the Parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court;

(b) the Court will be advised as to the intention of the Parties to rely on the exemption under Section 3(a)(10) of the U.S. Securities Act based on the Court's approval of the Arrangement, prior to the hearing required to approve the Interim Order;

(c) the Court will be required to satisfy itself as to the procedural and substantive fairness of the terms and conditions of the Arrangement to those whom Purchaser Shares will be issued pursuant to the Arrangement;

(d) each person entitled to receive the Purchaser Shares pursuant to the Arrangement will be given adequate notice by way of disclosure in the Circular advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

(e) each person entitled to receive the Purchaser Shares will be advised by way of disclosure in the Circular that the Purchaser Shares issued pursuant to the Arrangement have not been registered under the U.S. Securities Act and will be issued by Purchaser in reliance on the exemption under Section 3(a)(10) of the U.S. Securities Act;

(f) the Final Order approving the Arrangement that is obtained from the Court will expressly acknowledge that the Arrangement is substantively and procedurally fair to those whom Purchaser Shares will be issued pursuant to the Arrangement;

(g) the Interim Order approving the MEG Meeting will specify that each MEG Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they enter an appearance within the time prescribed by the Interim Order; and

(h) the Final Order shall include a statement to substantially the following effect: "*This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by such Act, regarding the distribution of securities of Purchaser, pursuant to the Plan of Arrangement.*"

**2.10 Income Tax Matters and Withholdings Obligations**

MEG, Purchaser and the Depositary shall be entitled to deduct or withhold from any amounts payable (including from any shares issuable or transferable) to any Person pursuant to the Arrangement (including in connection with any amount payable, or any shares issuable or transferable, pursuant to any MEG Incentive), such amounts as MEG, Purchaser or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment, issuance or transfer, as the case may be, under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign Tax Law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to such Person in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts (or net proceeds therefrom) are timely remitted to the appropriate Governmental Authority. Any of MEG, Purchaser or the Depositary is hereby authorized to sell or otherwise dispose of any shares issuable or transferable pursuant to the Arrangement or any MEG Incentive as is necessary to provide sufficient funds to MEG, Purchaser or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and none of MEG, Purchaser or the Depositary shall be liable to any Person for any deficiency in respect of any proceeds received, and MEG, Purchaser or the Depositary, as applicable, shall notify the holder thereof and remit to the holder thereof any unapplied balance of the net proceeds of such sale. MEG shall be exclusively responsible to ensure compliance with any deduction, withholding and remittance obligations imposed on it under Applicable Law (including the Tax Act) in respect of any amounts paid or shares issued or transferred in connection with the exercise or settlement of MEG Incentives (whether pursuant to Section 2.8 or otherwise).

## ARTICLE 3
## COVENANTS AND ADDITIONAL AGREEMENTS

**3.1 Conduct of Business of Purchaser**

From the Agreement Date until the earlier of the Effective Time or the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement), or as otherwise required by Applicable Laws or except with the prior written consent of MEG (such consent not to be unreasonably withheld, conditioned or delayed):

(a) the business of Purchaser and the Purchaser Subsidiaries (collectively, the "**Purchaser Group**") shall be conducted only in, and the members of the Purchaser Group shall not take any action except in, the ordinary course of business and substantially consistent with its past practice other than as disclosed by Purchaser to MEG, and Purchaser shall use all reasonable commercial efforts to maintain and preserve its and their business organization, assets, employees and advantageous business relationships;

(b) except as disclosed in writing by Purchaser to MEG, Purchaser shall not, and shall not permit any other member of the Purchaser Group to, directly or indirectly: (i) amend Purchaser's constating documents; (ii) amend its existing accounting policies, practices, methods and principles or adopt new accounting principles, in each case, except as required by IFRS or as disclosed in writing by Purchaser to MEG; (iii) other than the

regular quarterly dividends in an amount consistent with past practice and dividends payable to holders of the Purchaser Preferred Shares in accordance with the terms thereof, declare, set aside or pay any dividend or other distribution or payment in cash, shares or property in respect of the Purchaser Shares owned by any Person other than a member of the Purchaser Group; (iv) except (A) Purchaser Shares issuable pursuant to the terms of Purchaser Incentives and Purchaser Warrants, or (B) with respect to the grant of Purchaser Incentives in the ordinary course of business, issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities of Purchaser or any Purchaser Subsidiary, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, securities of Purchaser or any Purchaser Subsidiary (other than securities of a Purchaser Subsidiary to a Person who is a member of the Purchaser Group); (v) split, consolidate, redeem, purchase or otherwise acquire any of Purchaser's outstanding shares or other securities, other than in accordance with the terms thereof; (vi) amend the terms of any security of Purchaser; (vii) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Purchaser or a Purchaser Subsidiary; or (viii) enter into, modify or terminate any Contract, agreement, commitment or arrangement (in each case which is material to the business of Purchaser on a consolidated basis) with respect to any of the foregoing, except as permitted above;

(c) except as contemplated by this Agreement, disclosed in writing by Purchaser to MEG, in the ordinary course of business or otherwise solely involving members of the Purchaser Group, Purchaser shall not, and shall not permit any other member of the Purchaser Group to, directly or indirectly: (i) sell, pledge, dispose of or Encumber any assets of the Purchaser Group with a value individually or in the aggregate exceeding [*limit redacted*]; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof or make any investment either by purchase of shares or securities, contributions of capital (other than to or from a subsidiary of Purchaser) or, other than the purchase of petroleum products in the ordinary course of business, purchase of any property or assets of any other individual or entity with a value individually or in the aggregate exceeding [*limit redacted*]; (iii) (A) incur any indebtedness for borrowed money or any other refinancing, liability or obligation, or (B) issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances, except in each case (w) as required to perform or fulfill the capital program of Purchaser or pursuant to Purchaser's cash management activities, (x) as disclosed in writing by Purchaser to MEG, (y) as would not be material to the business of Purchaser on a consolidated basis, or (z) for refinancing existing debt on commercially reasonable terms given market conditions at the applicable time; (iv) pay, discharge or satisfy any claims, liabilities or obligations (including any regulatory investigation) which are material to the business of Purchaser, on a consolidated basis, other than the payment, discharge or satisfaction of liabilities reflected or reserved against in Purchaser's most recently publicly available financial statements as of the Agreement Date as required by Applicable Laws; (v) release or relinquish, or authorize or propose to do so, any contractual right which is material to the business of Purchaser, on a consolidated basis; (vi) waive, release, grant or transfer any rights of value or modify or change any existing license, lease, Contract or other document (in each case which is material to the business of Purchaser on a consolidated basis); (vii) enter into, amend or terminate any Hedging Transaction, other than a Hedging Transaction entered into, amended or terminated, consistent with past practice; (viii) endorse or enter into, or materially change, amend or modify any Contract, arrangement or undertaking, in each case which is material to the business of Purchaser on a consolidated basis, with any Person (other than a subsidiary of Purchaser) in which such member of the Purchaser Group holds a direct or indirect equity interest; or (ix) authorize or propose any of the foregoing, or enter into or modify any Contract, agreement, commitment or arrangement to do any of the foregoing (in each case which is material to the business of Purchaser on a consolidated basis); and

(d) Purchaser shall not agree, resolve or commit to do anything that it is prohibited from doing under the foregoing provisions of this Section 3.1.

Nothing in this Agreement is intended to or shall result in MEG exercising influence over the operations of Purchaser. For greater certainty, prior to the Effective Date, Purchaser will exercise, consistent with the terms of this Agreement, complete control and supervision over the Purchaser Group's operations.

**3.2 Conduct of Business of MEG**

From the Agreement Date until the earlier of the Effective Time or the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement), or as otherwise required by Applicable Laws or except with the prior written consent of Purchaser (such consent not to be unreasonably withheld, conditioned or delayed):

(a) the business of MEG and the MEG Subsidiary (collectively, the "**MEG Group**") shall be conducted only in, and the members of the MEG Group shall not take any action except in, the ordinary course of business and consistent with its past practice, and MEG shall use all reasonable commercial efforts to maintain and preserve its and their business organization, assets, employees and advantageous business relationships;

(b) MEG shall not, and shall not permit any other member of the MEG Group to, directly or indirectly: (i) amend MEG's constating documents or amend in any material respect the constating documents of any other member of the MEG Group; (ii) amend its existing accounting policies, practices, methods and principles or adopt new accounting principles, in each case, except as required by IFRS or as disclosed in writing by MEG to Purchaser; (iii) other than (A) the regular quarterly dividend of $0.11 per share to be paid on October 15, 2025 by MEG to MEG Shareholders of record on September 15, 2025 and (B) the regular quarterly dividend of $0.11 per share to be paid on January 15, 2026 by MEG to MEG Shareholders of record on December 15, 2025, declare, set aside or pay any dividend or other distribution or payment in cash, shares or property in respect of the MEG Shares owned by any Person other than a member of the MEG Group; (iv) except as disclosed in writing by MEG to Purchaser, issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities of MEG or the MEG Subsidiary, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, securities of MEG or the MEG Subsidiary; (v) except as disclosed in writing by MEG to Purchaser or as required to comply with non-discretionary requirements of the MEG Incentives, grant or issue any MEG Incentives; (vi) issue any MEG Shares to settle and payout MEG Incentives; (vii) split, consolidate, redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (viii) amend the terms of any of its securities; (ix) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of MEG or the MEG Subsidiary; or (x) enter into, modify or terminate any Contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

(c) MEG shall not, and shall not permit any other member of the MEG Group to, directly or indirectly: (i) sell, pledge, dispose of or Encumber any assets of the MEG Group with a value individually or in the aggregate exceeding [*limit redacted*], other than the sale of petroleum products in the ordinary course of business; (ii) surrender, release or abandon the whole or any part of the assets of the MEG Group (excluding abandonment and reclamation activities in the ordinary course and oil and natural gas lease expiries except as disclosed in writing by MEG to Purchaser); (iii) perform any abandonment or reclamation activities except to the extent necessary to avoid any breach of Applicable Laws or except as disclosed in writing by MEG to Purchaser; (iv) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof or make any investment either by purchase of shares or securities, contributions of capital (other than to or from the MEG Subsidiary) or, other than the purchase of petroleum products in the ordinary course of business, purchase of any property or assets of any other individual or entity with a value individually or in the aggregate exceeding [*limit redacted*]; (v) (A) incur any indebtedness for borrowed money or any other refinancing, liability or obligation, or (B) issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances, except in each case (x) as required to perform or fulfill the MEG Capital Program, or (y) in the ordinary course of business consistent with past practice for refinancing existing debt on commercially reasonable terms given market conditions at the applicable time, or, in any case, in relation to internal transactions solely involving members of the MEG Group; (vi) pay, discharge or satisfy any claims, liabilities or obligations (including any regulatory investigation) which are material to the business of MEG, other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in MEG's most recently publicly available financial statements as of the Agreement Date as required by Applicable Laws or incurred in the ordinary course of business consistent with past practice; (vii) release or relinquish, or authorize or propose to do so, any contractual right which is material to the business of MEG;

(viii) waive, release, grant or transfer any rights of value or modify or change any existing license, lease, Contract or other document which is material to the business of MEG, other than in the ordinary course of business consistent with past practice; (ix) enter into, amend or terminate any Hedging Transaction, other than a Hedging Transaction entered into, amended or terminated in the ordinary course of business consistent with past practice; (x) endorse or enter into, or materially change, amend or modify any Contract, arrangement or undertaking with any Person (other than the MEG Subsidiary) in which such member of the MEG Group holds a direct or indirect equity interest; or (xi) authorize or propose any of the foregoing, or enter into or modify any Contract, agreement, commitment or arrangement to do any of the foregoing;

(d) MEG shall not enter into any Contract which individually could require payments by MEG of more than [*limit redacted*] annually or that in aggregate together with other Contracts entered into after the Agreement Date could require payments by MEG of more than [*limit redacted*] annually;

(e) except as disclosed in writing by MEG to Purchaser, MEG shall not enter into any Contract that has take or pay obligations of any nature whatsoever which individually could require payments by MEG of more than [*limit redacted*] annually or that in aggregate together with other Contracts with take or pay obligations of any nature whatsoever entered into after the Agreement Date could require payments by MEG of more than [*limit redacted*] annually;

(f) except for the aggregate amount set forth in the MEG Capital Program which has been disclosed in writing by MEG to Purchaser or as may be necessary in situations of emergency to preserve life, property or the environment, MEG shall not incur or commit to capital expenditures prior to the Effective Date individually or in the aggregate exceeding [*limit redacted*];

(g) MEG shall not, and shall not permit the MEG Subsidiary to, grant to any executive officer or director an increase in compensation in any form, make any loan to any officer or director, or take any action with respect to the grant of any change of control, severance, retention or termination pay to, or the entering into of any employment agreement (or amendments thereof or ancillary agreements) with, any executive officer or director of any member of the MEG Group, or with respect to any increase of benefits payable under its current change of control, severance or termination pay policies;

(h) except as disclosed in writing by MEG to Purchaser, no member of the MEG Group shall adopt or amend or make any contribution to any bonus, profit sharing, option, pension, retirement, benefit, deferred compensation, insurance, retention, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees, except as is necessary to comply with non-discretionary requirements of pre-existing MEG Employee Plans (including making matching contributions under the employee savings plan);

(i) MEG shall use its reasonable commercial efforts (taking into account insurance market conditions and offerings and industry practices) to cause its current insurance (or re-insurance) policies, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, except where such cancellation, termination or lapse would not individually or in the aggregate be material to MEG, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductibles and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(j) MEG shall maintain a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and will otherwise comply with National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*, except where the failure to maintain such a system would not materially affect the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS;

(k) MEG shall continue to withhold from each payment to be made to any of its present or former employees (which includes officers) and directors and to all other Persons (including all Persons who are non-residents of Canada for the purposes of the Tax Act), all amounts that are required to be so withheld by any Applicable Laws and MEG shall remit such withheld amounts to the proper Governmental Authority within the times prescribed by such Applicable Laws;

(l) except as disclosed in writing by MEG to Purchaser, MEG shall: (i) duly and on a timely basis file all material Returns required to be filed by it before the Effective Date and all such Returns will be true, complete and correct in all material respects; (ii) timely pay all material Taxes which are due and payable by it before the Effective Date except any amounts not required to be paid because the Tax is validly contested; (iii) not make, rescind or revoke any material express or deemed election relating to Taxes, file any material amended Returns or make any material Tax filings outside the ordinary course of business, except as required by Applicable Law; (iv) not make a request for a Tax ruling with any Governmental Authority with respect to any material Taxes; (v) not agree to any extension of time for the filing of any material Returns or with respect to the assessment or reassessment of material Taxes; (vi) not enter into a settlement agreement or settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes in respect of any matter where the aggregate amount of Tax exceeds [*limit redacted*]; (vii) not change in any material respect any of its methods of reporting income, deductions or accounting for Tax purposes from those employed in the preparation of its Returns for the taxation year ending December 31, 2024; (viii) not enter into any Tax sharing, Tax allocation or Tax indemnification agreement (other than any such agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes); and (ix) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with past practice and in the ordinary course of business, for all material Taxes accruing in respect of MEG which are not due or payable prior to the Effective Date; and

(m) MEG shall not agree, resolve or commit to do anything that it is prohibited from doing under the foregoing provisions of this Section 3.2.

Nothing in this Agreement is intended to or shall result in Purchaser exercising influence over the operations of MEG. For greater certainty, prior to the Effective Date, MEG will exercise, consistent with the terms of this Agreement, complete control and supervision over the MEG Group's operations.

**3.3 Covenants Regarding the Arrangement**

Subject to Applicable Laws, from the Agreement Date until the earlier of the Effective Time or the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement), or as otherwise required by Applicable Laws or except with the prior written consent of the Other Party (such consent not to be unreasonably withheld, conditioned or delayed):

(a) each Party will comply promptly with all requirements imposed by Applicable Law on it with respect to this Agreement and the Arrangement;

(b) each Party will use its reasonable commercial efforts to assist the Other Party in obtaining the Interim Order and the Final Order and to carry out the intent or effect of this Agreement and the Arrangement;

(c) other than in connection with obtaining the Key Regulatory Approvals, which approvals shall be governed by the provisions of Section 3.6, each Party shall use its reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations under this Agreement (to the extent the satisfaction of the same is within the control of such Party) and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete and give effect to the transactions contemplated by this Agreement and the Arrangement, including using its reasonable commercial efforts to promptly:

(i) obtain and maintain all necessary waivers, consents, permits, exemptions, Orders, agreements, amendments (including, if applicable, in respect of the Interim Order), confirmations and approvals required to be obtained from any Person in connection with the Arrangement (including from counterparties to any material Contracts); and notwithstanding anything to the contrary in this Agreement, in connection with obtaining any approval or consent from any Person (other than a Governmental Authority) with respect to any transaction contemplated by this Agreement: (A) not, without the prior written consent of the Other Party (such consent not to be unreasonably withheld, conditioned or delayed), pay or commit to pay to such Person whose approval or consent is being solicited any material amount of cash or other consideration, or make any material commitment or incur any liability or other obligation due to such Person to the extent that such payments are not provided for in a Contract with such Person; and (B) neither Party nor any of their respective affiliates shall be required to pay or commit to pay to such Person whose approval or consent is being solicited any material amount of cash or other consideration, or make any commitment or incur any liability or other obligation to such Person to the extent that such payments are not provided for in a Contract with such Person;

(ii) obtain all necessary consents, assignments, waivers and amendments to, or terminations of, any instruments or other documents to which it is a party, or by which it is bound, that may be necessary to permit it to carry out the transactions contemplated by this Agreement and to take such other steps and actions as may be necessary or appropriate to fulfill its obligations hereunder;

(iii) effect all necessary registrations, filings and submissions of information required by Governmental Authority from such Party and its subsidiaries relating to the Arrangement;

(iv) obtain all necessary exemptions, consents, Orders, approvals and authorizations as are required by it under all Applicable Laws to permit it to carry out the transactions contemplated by this Agreement and/or necessary to complete the Arrangement; and

(v) upon reasonable consultation with the Other Party, oppose, lift or rescind any injunction, restraining or other Order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, all lawsuits or other legal, regulatory or other proceedings challenging or affecting the Arrangement or this Agreement or the consummation of the transactions contemplated hereby;

(d) each Party will promptly provide to the Other Party, for review by the Other Party and its external legal counsel, prior to filing or issuance of the same, any proposed public disclosure document, including any news release or material change report, subject to such Party's obligations under Applicable Canadian Securities Laws and Applicable U.S. Securities Laws to make continuous disclosure and timely disclosure of material information, and the Other Party agrees to keep such information confidential in accordance with the terms of the Confidentiality Agreement until it is filed as part of such Party's public disclosure record on SEDAR+;

(e) neither MEG nor Purchaser nor their respective subsidiaries, as applicable, shall take any action, refrain from taking any reasonable commercial action, or permit any action to be taken or reasonable commercial action to not be taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially impede or significantly delay the consummation of the Arrangement or the transactions contemplated hereby, or which would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;

(f) each Party will promptly notify the Other Party in writing of:

(i) any notice or other communication from any Person (other than Governmental Authorities in connection with the Key Regulatory Approvals) alleging that the consent or waiver, permit, exemption, Order, approval, agreement, amendment or confirmation of such Person (or another Person) is or may be required in connection with this Agreement or the Arrangement and the response thereto from such Party, its subsidiaries or its Representatives;

(ii) any substantive communication from any Governmental Authority in connection with the transactions and Key Regulatory Approvals contemplated by this Agreement, the Existing Strathcona Offer and any Amended Strathcona Offer after the date hereof, and the response thereto from such Party, its subsidiaries or its Representatives, subject to the provisions of Section 3.6;

(iii) any substantive Governmental Authority or third-party complaints, investigations or hearings (or communications indicating that the same may be contemplated) in respect of MEG or Purchaser or their respective subsidiaries, as applicable, or the Arrangement, and any material change in relation thereto;

(iv) all substantive matters relating to material claims, Orders, actions, enquiries, applications, suits, demands, arbitrations, charges, indictments, hearings or other civil, criminal, administrative or investigative proceedings, or other investigations or examinations pending or, to the knowledge of such Party, threatened, against MEG or Purchaser or their respective subsidiaries, as applicable, or related to the Arrangement; and

(v) any material change (actual, anticipated, contemplated or, to the knowledge of such Party, threatened) in its business, operations, affairs, assets, capitalization, financial condition, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, or of any change in any representation or warranty provided by such Party in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect,

and such Party shall in good faith discuss with the Other Party any change in circumstances (actual, anticipated, contemplated or, to the knowledge of such Party, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the Other Party pursuant to this Section 3.3(f);

(g) each Party will use its reasonable commercial efforts to maintain its status as a "reporting issuer" (or similarly designated entity) not in default under Applicable Canadian Securities Laws in the provinces and territories where it is a reporting issuer as at the Agreement Date;

(h) Purchaser shall indemnify and save harmless MEG and the MEG Subsidiary and their respective directors, officers, employees, representatives and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which any of MEG, the MEG Subsidiary and their respective directors, officers, employees, representatives and agents may be subject or may suffer or incur, whether under the provisions of any Applicable Law or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any misrepresentation or alleged misrepresentation contained in the Purchaser Information in the Circular or in any material filed by Purchaser in compliance or intended compliance with any Applicable Laws; or

(ii) any Order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any untrue statement or omission of a material fact or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation by Purchaser in the Purchaser Information contained in the Circular,

except that Purchaser shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based solely upon any misrepresentation or any alleged misrepresentation in the Circular that is based solely on the MEG Information or in any material filed by MEG in compliance or intended compliance with any Applicable Laws;

(i) MEG shall indemnify and save harmless Purchaser and the Purchaser Subsidiaries and their respective directors, officers, employees, representatives and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to

which any of Purchaser and the Purchaser Subsidiaries and their respective directors, officers, employees, representatives and agents may be subject or may suffer or incur, whether under the provisions of any Applicable Law or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any misrepresentation or alleged misrepresentation contained in the MEG Information in the Circular or in any material filed by MEG in compliance or intended compliance with any Applicable Laws; or

(ii) any Order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any untrue statement or omission of a material fact or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation by MEG in the MEG Information contained in the Circular,

except that MEG shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based solely upon any misrepresentation or any alleged misrepresentation in the Circular that is based solely on the Purchaser Information or in any material filed by or on behalf Purchaser in compliance or intended compliance with any Applicable Laws;

(j) except for letters of transmittal and non-substantive communications with the holders of its securities and communications that MEG is required to keep confidential pursuant to Applicable Law, MEG shall furnish promptly to Purchaser, or Purchaser's counsel, a copy of each notice, report, schedule or other document delivered, filed or received by MEG Shareholders or regulatory agencies in connection with: (i) the Arrangement; (ii) the MEG Meeting; (iii) any filings under Applicable Laws in connection with the transactions contemplated by this Agreement; and (iv) any dealings with stock exchanges or regulatory agencies, in connection with the transactions contemplated by this Agreement;

(k) other than in connection with obtaining the Key Regulatory Approvals, which approvals shall be governed by the provisions of Section 3.6, each Party shall make all filings and applications under Applicable Laws that are required to be made by such Party in connection with the Arrangement and shall take all reasonable commercial action necessary to be in compliance, in all material respects, with such Applicable Laws; and

(l) MEG shall ensure that it has available funds to pay the Purchaser Termination Amount pursuant to Section 7.2 and the Purchaser Expense Reimbursement Amount pursuant to Section 7.3 and Purchaser shall ensure that it has available funds to pay the MEG Termination Amount pursuant to Section 7.4 and the MEG Expense Reimbursement Amount pursuant to Section 7.5, as applicable, each Party having regard to its other liabilities and obligations, and will take all such actions as may be necessary to ensure that it maintains such availability to ensure that it is able to pay such amount if required.

**3.4 Additional Covenants of Purchaser**

Purchaser shall perform and shall cause each other member of the Purchaser Group to perform all obligations required to be performed under this Agreement, cooperate with MEG in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing:

(a) Purchaser shall assist MEG in the preparation of the Court documents related to the Interim Order and the Final Order;

(b) subject to Applicable Laws or as contemplated in this Agreement, Purchaser shall not file any material with, or make any submissions to, the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with MEG's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, on the condition that nothing herein shall require MEG to agree or consent to any decreased purchase price or other

consideration or other modification or amendment to such filed or served materials that expands or increases MEG's obligations, or diminishes or limits MEG's rights, set forth in any such filed or served materials or under this Agreement;

(c) Purchaser will use its reasonable commercial efforts to maintain the listing of the Purchaser Shares on the Stock Exchanges;

(d) Purchaser shall: (i) apply to the TSX for conditional approval of the listing and posting for trading of the Purchaser Shares forming a portion of the Consideration to be issued pursuant to the Arrangement; (ii) apply to the NYSE for approval of the listing of the Purchaser Shares forming part of the Consideration to be issued pursuant to the Arrangement; and (iii) use all reasonable commercial efforts to obtain such conditional approval or approvals, subject only to customary conditions for listing of such Purchaser Shares, prior to the mailing of the Circular;

(e) Purchaser will cause to be taken all necessary corporate action to create, allot and reserve for issuance the Purchaser Shares forming a portion of the Consideration to be issued pursuant to the Plan of Arrangement; and

(f) other than in connection with obtaining the Key Regulatory Approvals (which shall be governed by Section 3.6), Purchaser will make all filings and applications under Applicable Laws that are required to be made on the part of Purchaser or, following the Effective Date, MEG, in connection with the transactions contemplated herein and shall take all action that may be necessary to be in compliance, in all material respects, with such Applicable Laws.

**3.5 Additional Covenants of MEG**

MEG shall perform and shall cause the MEG Subsidiary to perform all obligations required to be performed under this Agreement, cooperate with Purchaser in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing:

(a) MEG will forthwith carry out the terms of the Interim Order and the Final Order;

(b) MEG will, at the direction of Purchaser in its sole discretion, send a notice of redemption to each holder of MEG Notes, pursuant to the optional redemption provisions set forth in, and in accordance with, Section 3.07 of the MEG Note Indenture, providing for the redemption of the MEG Notes conditional upon the implementation of the Arrangement, and subject to such other conditions, if any, and on such other terms as may be agreed to by the Parties;

(c) MEG will use its reasonable commercial efforts to maintain the listing of the MEG Shares on the TSX until the Effective Time;

(d) unless this Agreement shall have been terminated in accordance with Section 9.1, MEG shall convene and hold the MEG Meeting, at which meeting the MEG Transaction Resolution shall be submitted to the MEG Shareholders entitled to vote upon such resolution for approval, even if the MEG Board shall have withdrawn, amended, modified or qualified the MEG Board Recommendation;

(e) MEG shall conduct the MEG Meeting in accordance with the by-laws of MEG, the terms of this Agreement, and any instrument of a Governmental Authority governing or having authority over such meeting (including the Interim Order) and otherwise in accordance with Applicable Laws;

(f) MEG shall not, without the written consent of Purchaser, propose or submit for consideration at the MEG Meeting any business other than the MEG Transaction Resolution;

(g) subject to the terms of this Agreement, MEG shall solicit proxies to be voted at the MEG Meeting in favour of the MEG Transaction Resolution, and against any resolution submitted by any Person that is inconsistent with such resolution and the completion of any of the transactions contemplated by this Agreement and, if requested by Purchaser, will retain a proxy solicitation firm to assist with its proxy solicitation;

(h) MEG shall provide Purchaser with copies of or access to information regarding the MEG Meeting generated by the registrar and transfer agent for the MEG Shares or any proxy solicitation firm retained by MEG, as may be reasonably requested from time to time by Purchaser;

(i) MEG shall permit Purchaser to, at Purchaser's expense, directly or through a proxy solicitation firm, actively solicit proxies in favour of the MEG Transaction Resolution and against any resolution submitted by any Person that is inconsistent with the MEG Transaction Resolution or the completion of any of the transactions contemplated in this Agreement in compliance with Applicable Law, and disclose in the Circular that Purchaser may make such solicitations;

(j) as reasonably requested from time to time by Purchaser in connection with any solicitation proxies conducted pursuant to Section 3.3(i), MEG shall provide Purchaser with a list of the registered holders of MEG Shares, participants and book-based nominee registrants such as CDS & Co., and non-objecting beneficial owners of MEG Shares, together with their addresses and respective holdings of MEG Shares, as applicable; and MEG shall, and shall instruct the registrar and transfer agent for the MEG Shares to, furnish Purchaser with such additional information, including updated or additional lists of MEG Shareholders and other assistance, as Purchaser may reasonably request from time to time in furtherance of the solicitation of proxies in respect of the MEG Meeting;

(k) prior to the Effective Date, MEG shall cooperate with Purchaser in making an application to the Stock Exchanges to list the Purchaser Shares forming a portion of the Consideration to be issued to MEG Shareholders pursuant to the Arrangement;

(l) other than in connection with obtaining the Key Regulatory Approvals (which shall be governed by Section 3.6), MEG will make all filings and applications under Applicable Laws that are required to be made on the part of MEG in connection with the transactions contemplated herein and shall take all action that may be necessary to be in compliance, in all material respects, with such Applicable Laws; and

(m) MEG shall promptly inform Purchaser as soon as it is aware of the number of MEG Shareholders for which MEG receives notices of dissent, purported dissent exercises or written objections to the Arrangement, whether or not such notices or objections are valid or in proper form, and provide Purchaser with copies of such notices and written objections on an as received basis and, subject to Applicable Laws, shall provide Purchaser with an opportunity to review and comment upon any written communications proposed to be sent by or on behalf of MEG to any MEG Shareholder exercising or purporting to exercise Dissent Rights in relation to the MEG Transaction Resolution and reasonable consideration shall be given to any comments made by Purchaser and its external legal counsel prior to sending any such written communications. MEG shall not settle any claims with respect to Dissent Rights without the prior written consent of Purchaser, not to be unreasonably withheld, conditioned or delayed.

**3.6 Key Regulatory Approvals**

(a) In connection with the Key Regulatory Approvals:

(i) within five (5) Business Days following the Agreement Date,

(A) Purchaser shall, with the assistance of and in consultation with MEG, prepare and file with the Commissioner a request for an ARC or, in the alternative, a No Action Letter, in respect of the transactions contemplated by this Agreement; and

(B) each of Purchaser and MEG shall, and shall cause their respective affiliates, if applicable, to file with the Commissioner a notification under Part IX of the Competition Act;

(ii) within six (6) Business Days following the Agreement Date, each of Purchaser and MEG shall, and shall cause their respective affiliates, to file all required notifications under the HSR Act in respect of the transactions contemplated by this Agreement and request early termination of the applicable waiting period under the HSR Act; and

(b) Each Party shall, and shall cause its respective affiliates to, use its commercially reasonable efforts to obtain the Key Regulatory Approvals as soon as reasonably practicable, but in any event no later than three (3) Business Days prior to the Outside Date. In addition, notwithstanding anything to the contrary contained in this Agreement, Purchaser shall (and shall cause its affiliates to) take, or cause to be taken, all actions and do or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement as soon as practicable (and in any event no later than three (3) Business Days prior to the Outside Date), including offering, proposing, negotiating, agreeing to, consenting to and effecting:

(i) the sale, lease, license, divestiture or other disposition of any assets, operations, businesses or interests of Purchaser, MEG or their respective affiliates;

(ii) the termination of existing relationships, contractual rights or obligations of Purchaser, MEG or their respective affiliates;

(iii) the termination of any venture or other arrangement of Purchaser, MEG or their respective affiliates;

(iv) the creation of any relationship, contractual right or obligation binding on Purchaser, MEG or their respective affiliates;

(v) any other change or restructuring of Purchaser, MEG or their respective affiliates;

(vi) restrictions or actions that limit Purchaser's or its affiliates' freedom of action or operation with respect to any assets, operations, businesses or interests; and

(vii) any other remedy, condition or commitment of any kind.

(c) In connection with obtaining the Key Regulatory Approvals, Purchaser shall, and shall cause its affiliates to, use their reasonable commercial efforts to vigorously defend against, resist and resolve, through litigation on the merits and appeal, any action, suit, litigation or other proceeding that is instituted by any Governmental Authority or other Person challenging the validity or legality, or seeking to restrain, the consummation of the transactions contemplated by this Agreement.

(d) In connection with obtaining the Key Regulatory Approvals, subject to Applicable Law, each Party shall, and shall cause its affiliates to: (i) cooperate with the Other Party and provide such information and assistance to the Other Party as the Other Party may reasonably request in connection with obtaining the Key Regulatory Approvals; (ii) respond as soon as practicable to any requests for information, documents, interviews or testimony (including in respect of any submissions or supplementary information requests) or requests for meetings by any Governmental Authority in connection with the transactions contemplated by this Agreement; (iii) permit the Other Party an advance opportunity to review and comment upon any proposed substantive communications to any Governmental Authority in connection with the transactions contemplated by this Agreement, consider in good faith the comments of the Other Party, and provide the Other Party with final copies thereof; (iv) not participate in any substantive meetings or discussions (whether in person, by email, by telephone or otherwise) with any Governmental Authority in connection with the transactions contemplated by this Agreement without giving the Other Party a reasonable opportunity to attend and participate thereat (except where the Governmental Authority expressly requests that a Party should not be present at the meeting or discussion or part or parts of the meeting or discussion); (v) keep the Other Party informed of the status of the Key Regulatory Approvals and promptly notify the Other Party of

receipt of any substantive communications of any nature from a Governmental Authority in connection with the transactions contemplated by this Agreement and provide the Other Party with copies thereof; (vi) refrain from extending or consenting to any extension of any applicable waiting or review period or enter into any agreement or commitment with a Governmental Authority to delay or not consummate the transactions contemplated by this Agreement, except upon the prior written consent of the Other Party (which shall not be unreasonably withheld); and (vii) not do anything that would reasonably be expected to prejudice the Key Regulatory Approvals from being obtained or otherwise adversely affect or prevent the receipt of the Key Regulatory Approvals by the Outside Date. The Parties will coordinate and cooperate in good faith in respect of any strategic decisions relating to the Key Regulatory Approvals; however in the event of a disagreement between the Parties, Purchaser will have final authority and sole discretion with respect to the strategic decisions relating to the Key Regulatory Approvals, subject to Purchaser's compliance with its obligation under this Section 3.6.

(e) Notwithstanding any requirement in this Agreement, including this Section 3.6 and Section 7.8, or any other provision in this Agreement, where a Party is required to provide information to the Other Party that is competitively sensitive, the disclosing Party may restrict the provision of such competitively sensitive information only to the external legal counsel of the Other Party, provided that the disclosing Party also provides a redacted version of any such information to the Other Party.

(f) Purchaser shall pay all filing fees payable to any Governmental Authority in respect of the Key Regulatory Approvals.

**3.7 Financings and Financing Assistance**

(a) **Debt Financing**

(i) Purchaser shall use its reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the Debt Financing on the terms and conditions described in the Debt Commitment Letter, including to: (A) maintain in effect the Debt Commitment Letter in accordance with its terms (except for such amendments, supplements, modifications, replacements or waivers permitted under this Section 3.7 and provided that Purchaser shall be entitled to reduce the commitments under the Debt Commitment Letter in an amount not greater than the net proceeds received by it from another Financing, including a Debt Issue, from asset sales or other dispositions of property or from existing credit facilities); (B) satisfy or cause to be satisfied on a timely basis all conditions to obtaining the Debt Financing as set forth in the Debt Commitment Letter that are within its control; (C) negotiate and enter into definitive agreements with respect thereto on the terms and conditions contemplated by the Debt Commitment Letter (or with other terms agreed to by Purchaser and the Financing Sources, to the extent not prohibited under this Section 3.7, provided such terms would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement (it being agreed that any delay to a date that would be later than the Outside Date would be a material delay)) so that such agreements are in effect no later than the Effective Date; (D) comply in all material respects with its obligations under the Debt Commitment Letter and definitive agreements with respect thereto; (E) subject to the terms and conditions set forth in the Debt Commitment Letter, consummate the Debt Financing at or prior to the Effective Date to the extent the proceeds of the Debt Financing are required to consummate the transactions contemplated by this Agreement on the Effective Date; and (F) enforce its rights under the Debt Commitment Letter in the event of any breach or default by any Financing Source thereunder that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement (it being agreed that any delay to a date that would be later than the Outside Date would be a material delay);

(ii) Purchaser shall keep MEG informed with respect to all material developments concerning the Debt Financing and, upon reasonable request by MEG, Purchaser will provide MEG with information, in reasonable detail, with respect to the current status of all material activity concerning arranging and obtaining the Debt Financing. Without limiting the foregoing, Purchaser agrees to notify MEG

promptly if at any time (A) the Debt Commitment Letter shall expire or be terminated for any reason; (B) any Financing Source that is a party to the Debt Commitment Letter notifies Purchaser in writing that such Financing Source no longer intends to provide financing to Purchaser on the terms set forth therein (other than by reason of an assignment of its commitment thereunder to another Financing Source or the replacement of such Financing Source with another Financing Source); (C) if for any reason Purchaser believes in good faith that it will not be able to obtain all or any portion of the Debt Financing contemplated by the Debt Commitment Letter (other than by reason of a reduction of the commitments under the Debt Commitment Letter as a result of, and in an amount not greater than, the net proceeds received from another Financing, including a Debt Issue, from asset sales or other dispositions of property or from existing credit facilities); and (D) Purchaser receives any notice, or other communication with respect to, any actual or threatened breach, default, termination or repudiation by any party to the Debt Commitment Letter. As soon as reasonably practicable after the date MEG delivers to Purchaser a written request, Purchaser shall provide any information reasonably requested by MEG relating to any circumstance referred to in clause (A), (B), (C) or (D) of the immediately preceding sentence. Purchaser shall not be required to make a disclosure under this Section 3.7(a) to the extent that any such disclosure would be prohibited under Applicable Laws or could reasonably be expected to result in a waiver of solicitor-client privilege;

(iii) Purchaser shall not permit, without the prior written consent of MEG (not to be unreasonably withheld, delayed or conditioned, provided that it shall not be unreasonable for MEG to withhold consent to any amendment or modification that would reasonably be expected to cause closing of the Arrangement to occur after the Outside Date), any amendment or modification to be made to, or any waiver or release of any provision or remedy to be made under, the Debt Commitment Letter (it being understood that the exercise of any "market flex" provisions shall not be deemed to be an amendment, modification, waiver or release) if such amendment, modification, waiver or release would: (A) reduce the aggregate amount available from the Debt Financing to an amount that, together with Purchaser's cash on hand and the net proceeds received by it from another Financing, including a Debt Issue, from asset sales or other dispositions of property or from existing credit facilities, would be less than the amount required to satisfy the aggregate cash portion of the Consideration payable under the terms of the Plan of Arrangement, all other obligations payable by Purchaser pursuant to this Agreement; (B) add or expand the conditions precedent or contingencies to the funding on the Effective Date, in a manner reasonably likely to prevent or delay or impair the ability of Purchaser to consummate the transactions contemplated by this Agreement; (C) otherwise expand, amend, modify or waive any provision of the Debt Commitment Letter in a manner that in any such case would reasonably be expected to: (x) materially delay or impair the funding of the Debt Financing (or satisfaction of the conditions precedent to the funding of the Debt Financing) on the Effective Date or otherwise prevent, materially delay or impair the transactions contemplated by this Agreement in any material respect; or (y) adversely affect the ability of Purchaser to timely consummate the transactions contemplated hereby; or (D) adversely affect the ability of Purchaser to enforce its rights against the other parties to the Debt Commitment Letter as so amended, replaced, supplemented or otherwise modified or waived, relative to the ability of Purchaser to enforce their rights against such parties to the Debt Commitment Letter as in effect on the date hereof; provided, however, that Purchaser may replace or amend the Debt Commitment Letter to add lenders (including by way of novation), arrangers, agents, bookrunners, underwriters, initial purchasers, managers (and other similar entities) and other financing sources who had not executed such Debt Commitment Letter as of the date hereof if the addition of such additional parties, individually or in the aggregate, would not prevent, materially delay or impair the availability of the Debt Financing or the consummation of the transactions contemplated by this Agreement. Purchaser shall promptly deliver to MEG true and complete copies of any amendment, replacement, supplement or other modification or waiver of the Debt Commitment Letter. In such event, the term "Debt Commitment Letter", as used herein shall be deemed to include any such amendment, replacement, supplement or other modification or waiver of the Debt Commitment Letter entered into in accordance with this Section 3.7(a); and

(iv) if all or any portion of the Debt Financing becomes unavailable on the terms and conditions contemplated by the Debt Commitment Letter (other than by reason of a reduction of the

commitments under the Debt Commitment Letter as a result of, and in an amount not greater than, the net proceeds received from another Financing, including a Debt Issue, from asset sales or other dispositions of property or from existing credit facilities), or the Debt Commitment Letter shall be withdrawn, repudiated, terminated or rescinded for any reason, then Purchaser shall use its reasonable commercial efforts to arrange and obtain, as promptly as practicable, from the same and/or alternative Financing Sources, alternative financing on terms that are not materially less favorable to Purchaser than the terms and conditions contemplated in the Debt Commitment Letter as in effect on the date hereof (including the "market flex" provisions contained in any related fee letter) and in an amount sufficient to enable Purchaser to consummate the transactions contemplated by this Agreement on a date that is no later than the Outside Date. In the event any alternative financing is obtained in accordance with this Section 3.7(a)(iv) ("**Alternative Financing**"), references in this Agreement to the Debt Financing shall also be deemed to refer to such Alternative Financing, and if one or more commitment letter or underwriting, agency or purchase agreements are entered into or proposed to be entered into in connection with such Alternative Financing, references in this Agreement to the Debt Commitment Letter shall also be deemed to refer to such commitment letters or underwriting, agency or purchase agreements relating to such Alternative Financing, and all obligations of Purchaser pursuant to this Section 3.7(a) shall be applicable thereto to the same extent as Purchaser's obligations with respect to the Debt Financing. Purchaser shall promptly provide MEG with a correct and complete copy of any commitment letters and related fee letters or underwriting, agency or purchase agreements (or similar agreements) relating to such Alternative Financing (redacted as set forth above).

Purchaser acknowledges and agrees that, notwithstanding the foregoing or any other provision of this Agreement, its obligation to consummate the transactions contemplated by this Agreement is not subject to the consummation of the Debt Financing, any Alternative Financing, or any other financing contingency or condition. For the avoidance of doubt, if any Financing referred to in this Section 3.7(a) is not obtained, Purchaser will continue to be obligated to consummate the Arrangement, subject to and on the terms contemplated by this Agreement.

(b) **Financing Assistance**

Subject to the limitations contained in this Section 3.7(b), MEG, the MEG Subsidiary and its Representatives shall provide such customary and timely cooperation to Purchaser as Purchaser may reasonably request in connection with arranging, syndicating, marketing and consummating of the Financings, including:

(i) use commercially reasonable efforts to provide Purchaser and its auditors, lenders, underwriters, external legal counsel and reserves evaluators and engineers with such information in respect of MEG and the MEG Subsidiary: (A) that is reasonably required by Purchaser in order for Purchaser to comply with Applicable Canadian Securities Laws and Applicable U.S. Securities Laws, as applicable, in respect of any prospectus, offering memorandum, press release or other disclosure document (collectively, the "**Disclosure Documents**") to be filed or delivered by Purchaser, the form and content of which are subject to or prescribed by Applicable Canadian Securities Laws or Applicable U.S. Securities Laws, as applicable in connection with the Financings; (B) which are customary and reasonably required for inclusion in any such Disclosure Document, and (C) that is reasonably requested by Purchaser in connection with the arrangement, syndication, marketing and consummation of the Debt Financing or any other Financings;

(ii) use commercially reasonable efforts to provide such reasonable cooperation to Purchaser as Purchaser may reasonably request in connection with the arrangements by Purchaser to obtain, syndicate, market or arrange the closing and funding of the Financings and to satisfy the conditions to the consummation of the Debt Financing set forth in the Debt Commitment Letter (collectively, the "**Financing Arrangements**");

(iii) use commercially reasonable efforts to provide timely assistance and to cause its Representatives to use their commercially reasonable efforts to provide such timely assistance in connection with the arranging, syndicating, marketing and consummation of the Financings and the preparation by

Purchaser of any Disclosure Documents or Financing Materials in relation to the Financing, including a Debt Issue and any documents in connection with the Financing Arrangements, in each case as may be reasonably requested by Purchaser with respect to information in respect of MEG and the MEG Subsidiary and as is customary and reasonably necessary and at Purchaser's sole expense, which assistance shall include, but is not limited to:

(A) prompt delivery, as reasonably practical, of such information as may be reasonably requested by, and is reasonably necessary for, Purchaser in connection with the Financings and the preparation by Purchaser of such Disclosure Documents, Financing Arrangements or Financing Materials;

(B) participation (at reasonable times and locations, as applicable), including by officers of appropriate seniority and experience, in, and assistance with, the Financings and the preparation of such Disclosure Document or Financing Materials;

(C) participating (and using reasonable commercial efforts to cause members of senior management of MEG with appropriate seniority and expertise to participate) in a reasonable number of meetings, conference calls, presentations and sessions with the Financing Sources (including prospective Financing Sources) regarding the Financings;

(D) cooperating with customary and reasonable due diligence, including participation in customary underwriter due diligence sessions, in connection with the Financings and the preparation of such Disclosure Document, Financing Arrangements and Financing Materials;

(E) providing information to Purchaser as reasonably necessary to assist Purchaser in obtaining and updating corporate, facility and issue credit ratings of Purchaser (which shall be the sole responsibility of Purchaser) and other customary marketing documents required in connection with the Financings, including a Debt Issue;

(F) providing commercially reasonable cooperation in respect of presentations or meetings customary for financing marketing or syndication activities held by or on behalf of Purchaser with the Financing Sources (including prospective Financing Sources) regarding the Financings;

(G) to the extent requested by Purchaser, obtaining customary payout letters in connection with discharging indebtedness under the MEG Credit Agreements and Encumbrances granted by MEG and its subsidiaries thereunder (which discharge, for the avoidance of doubt, shall be the obligation of Purchaser to be funded by Purchaser and shall not be required to take effect before the Effective Time) and delivering drafts of such payout letters to Purchaser for review and comment;

(H) providing to Purchaser and the Financing Sources and their respective advisors and agents, such financial information or other information as Purchaser may reasonably request in connection with the preparation by Purchaser and such Financing Sources of any marketing materials, offering memoranda, prospectuses, registration statements or similar offering documents, bank information memoranda, bank books, marketing or investor presentations, ratings agency presentations and similar documents (collectively, the "**Financing Materials**") proposed to be used in the Financings, including providing customary authorization letters acceptable to Purchaser to the Financing Sources authorizing the distribution of information to prospective Financing Sources (without limiting the confidentiality restrictions noted below); and

(I) furnishing to Purchaser and any Financing Sources any documentation and information with respect to MEG and the MEG Subsidiary (excluding information about its

securityholders and creditors) that shall have been reasonably requested by such Financing Sources in writing at least fifteen (15) Business Days before the Effective Date and that is required by regulatory authorities in connection with the Financings under applicable anti-money laundering rules and regulations, beneficial ownership disclosure Laws, rules and regulations, know-your-client processes, including without limitation, the U.S. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001*, as amended and with respect to beneficial ownership;

(iv) use commercially reasonable efforts to assist Purchaser to engage MEG's auditors and other advisors (including reserves evaluators) to:

(A) provide such consent, comfort letters (including "negative assurance" statements) or reports of such auditors or other advisors, in connection with the Financings, including a Debt Issue, if any and as applicable, including issuing customary representation letters in connection therewith to such auditor(s) and other advisors, as are customary for such Financings, including a Debt Issue;

(B) participate in a reasonable number of customary underwriter due diligence sessions in connection with the Financings, including a Debt Issue;

(C) otherwise cooperate with Purchaser's accounting professionals and auditors as is reasonably requested by Purchaser, or its affiliates;

(D) use commercially reasonable efforts to provide Purchaser with historical information in respect of MEG and the MEG Subsidiary as may be reasonably requested by Purchaser, and is reasonably necessary to comply with Applicable Laws in any Disclosure Documents or to respond to requests from any securities commission in respect of any Disclosure Document or to prepare the Financing Materials;

(E) with the consent of MEG, not to be unreasonably withheld, permit Purchaser to disclose such information and file any Disclosure Documents and the Financing Materials, including with Canadian securities regulatory authorities on SEDAR+ and with the SEC on EDGAR, and to disclose such information to prospective purchasers of securities of Purchaser or its affiliates; and

(F) provide reasonable access during normal business hours at Purchaser's sole cost and expense to personnel of MEG and MEG's auditors, counsel, and reserves evaluators and engineers in connection with the review, compilation, audit and other requisite use of such information as contemplated by this Section 3.7(b);

(v) notwithstanding anything in this Section 3.7(b)(v) MEG shall only be required to provide information in its current format maintained by and available to MEG in the ordinary course of business consistent with historic practice, with it being further understood that: (A) Purchaser (and not MEG) shall be responsible for the preparation of any pro forma financial statements or reserve reports for any Financing; (B) such requested cooperation shall not: (1) unreasonably interfere with the business or the ongoing operations of MEG or the MEG Subsidiary or materially delay the performance of MEG's obligations hereunder such that the consummation of the transactions contemplated by this Agreement would not occur prior to the Outside Date; (2) impair, impede, delay (to a date that is later than the Outside Date) or prevent any condition to completion of the Arrangement to be satisfied, materially delay (to a date that is later than the Outside Date) the consummation of the Arrangement or otherwise cause a breach of this Agreement which would give rise to Purchaser having the right to terminate this Agreement or not complete the transactions contemplated by this Agreement, (3) require or reasonably be expected to require MEG, the MEG Subsidiary or any Representative to take any action that would conflict with or violate, any Applicable Laws or conflict with or violate, or give rise to a right of termination, cancellation or acceleration in respect of any obligation or to loss of any benefit under, or to any increased,

additional, accelerated or guaranteed rights or entitlements of any Person under, any Applicable Law, any organizational documents of MEG or the MEG Subsidiary or any material agreement to which MEG or the MEG Subsidiary is a party or by which any of their material properties are bound; (4) require MEG, the MEG Subsidiary or any Representative to deliver any legal opinion or to disclose any information that is legally privileged or subject to confidentiality obligations, or (5) require MEG or the MEG Subsidiary to waive or amend this Agreement; (C) neither MEG nor the MEG Subsidiary shall be required to pay any fee or incur any cost or expense which is not reimbursable by Purchaser or become subject to any liability or obligation or provide or agree to provide any indemnity in connection with any Disclosure Document or Financing, and shall not be required to authorize, execute or enter into, or perform any agreement with respect to any Disclosure Document or Financing; (D) neither the MEG Board nor the board of directors of any of MEG's subsidiaries shall be required to approve or adopt any financing or Contracts related to the Financing; (E) no employee, officer or director of MEG or MEG's subsidiaries shall be required to take any action which would result in such Person incurring any personal liability with respect to the matters related to any Disclosure Document or any Financings; (F) the provision of any information by MEG under this Section 3.7(b)(v) is made solely for the purpose of arranging, syndicating, marketing, and consummating the Financings, allowing Purchaser to prepare the Disclosure Documents, the Financing Arrangements and the Financing Materials and to comply with the Debt Financing Documents, and the provision of such information shall not be deemed to result in a representation or warranty, or form the basis for any other claim or liability, of MEG or the MEG Subsidiary, and MEG hereby disclaims (and shall not have) any liability to Purchaser, any Financing Source or any other Person for the accuracy and completeness of such information provided pursuant to this Section 3.7(b)(v); provided that to the extent MEG receives reasonable advance notice that such information is intended to be included in any Disclosure Documents to be filed or delivered by Purchaser, the form and content of which are subject to or prescribed by Applicable Canadian Securities Laws or Applicable U.S. Securities Laws, MEG shall use its commercially reasonable efforts to provide such information that does not contain any misrepresentation (as defined under Applicable Canadian Securities Laws or Applicable U.S. Securities Laws, as applicable) as of the date such information was prepared; and (G) in no event will MEG or the MEG Subsidiary or their Representatives providing assistance in connection with this Section 3.7(b)(v), have any liability of any kind or nature to Purchaser or any other Person arising or resulting from the cooperation provided in this Section 3.7(b)(v). Purchaser shall release, indemnify, defend and hold harmless MEG and the MEG Subsidiary and their Representatives providing assistance in connection with this Section 3.7(b)(v), from and against any loss or liability suffered or incurred by any of them in connection with any Disclosure Document or Financing and/or the performance of their respective obligations under this Section 3.7(b)(v) and any information utilized in connection therewith. Purchaser shall promptly upon demand by MEG (and in any event following termination of this Agreement), reimburse MEG for all reasonable and documented out of pocket costs and expenses incurred by MEG and the MEG Subsidiary in connection with providing such cooperation to Purchaser pursuant to this Section 3.7(b)(v).

(vi) Without limiting the provisions of Section 7.8, each of MEG and the MEG Subsidiary acknowledges that, in connection with the Financings, Purchaser may, upon reasonable consultation with MEG and the MEG Subsidiary, have confidential discussions concerning this Agreement or the Arrangement with the Financing Sources (including prospective Financing Sources), rating agencies and their respective agents and advisors prior to and during syndication of the Financings (including any Alternative Financing) and that confidential or otherwise non-public information may be provided to the Financing Sources (including prospective Financing Sources), rating agencies and their respective agents and advisors, and each of MEG and the MEG Subsidiary consents, and confirms that MEG and the MEG Subsidiary have each consented to Purchaser and its affiliates and Representatives having such discussions and providing such information, provided that such Financing Sources (including prospective Financing Sources), rating agencies and their respective agents and advisors agree to keep any applicable confidential information concerning MEG and the MEG Subsidiary confidential, including through "click through" confidentiality agreements and confidentiality provisions contained in customary bank books and offering memoranda.

## ARTICLE 4
## REPRESENTATIONS AND WARRANTIES OF PURCHASER

**4.1 Representations and Warranties of Purchaser**

Purchaser hereby makes to, and in favour of, MEG the representations and warranties set out in Schedule "C" and acknowledges that MEG is relying upon such representations and warranties in connection with the matters contemplated by this Agreement.

**4.2 Investigation**

Any investigation by MEG and its advisors shall not mitigate, diminish or affect the representations and warranties of Purchaser pursuant to this Agreement.

**4.3 Disclaimer**

MEG agrees and acknowledges that, except as set forth in this Agreement, Purchaser makes no representation or warranty, express or implied, at law or in equity, with respect to Purchaser, its businesses, its past, current or future financial condition or its assets, liabilities or operations, or its past, current or future profitability, performance or cash flows, individually or in the aggregate, and any such other representations or warranties are hereby expressly disclaimed.

**4.4 Survival of Representations and Warranties**

The representations and warranties of Purchaser contained in this Agreement shall expire and be terminated on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms.

## ARTICLE 5
## REPRESENTATIONS AND WARRANTIES OF MEG

**5.1 Representations and Warranties of MEG**

MEG hereby makes to, and in favour of, Purchaser the representations and warranties set out in Schedule "D" and acknowledges that Purchaser is relying upon such representations and warranties in connection with the matters contemplated by this Agreement.

**5.2 Investigation**

Any investigation by Purchaser and its advisors shall not mitigate, diminish or affect the representations and warranties of MEG pursuant to this Agreement.

**5.3 Disclaimer**

Purchaser agrees and acknowledges that, except as set forth in this Agreement, MEG makes no representation or warranty, express or implied, at law or in equity, with respect to MEG, its businesses, its past, current or future financial condition or its assets, liabilities or operations, or its past, current or future profitability, performance or cash flows, individually or in the aggregate, and any such other representations or warranties are hereby expressly disclaimed.

**5.4 Survival of Representations and Warranties**

The representations and warranties of MEG contained in this Agreement shall expire and be terminated on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms.

## ARTICLE 6
## CONDITIONS PRECEDENT

### 6.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated by this Agreement, and in particular to complete the Arrangement, are subject to the satisfaction, on or before the Effective Time, or such other time specified, of the following conditions:

(a) the Interim Order shall have been granted in form and substance satisfactory to each of Purchaser and MEG, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to Purchaser or MEG, each acting reasonably, on appeal or otherwise;

(b) the MEG Transaction Resolution shall have been approved by the MEG Shareholders by the MEG Required Approval at the MEG Meeting in accordance with the Interim Order;

(c) the Final Order shall have been granted on terms consistent with this Agreement, and such order shall not have been set aside or modified in a manner unacceptable to Purchaser or MEG, acting reasonably, on appeal or otherwise;

(d) the TSX shall have conditionally approved the issuance and the listing and posting for trading on the TSX of, and the NYSE shall have approved the listing on the NYSE of, the Purchaser Shares forming a portion of the Consideration to be issued pursuant to the Arrangement subject in each case to official notice of issuance and customary conditions reasonably expected to be satisfied;

(e) the Key Regulatory Approvals shall have been obtained, and the Key Regulatory Approvals shall be in full force and effect; and

(f) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order or Law which is then in effect and has the effect of making the Arrangement illegal or otherwise preventing or prohibiting consummation of the Arrangement.

The conditions in this Section 6.1 are for the mutual benefit of the Parties and may be asserted by either Party regardless of the circumstances and may be waived by the mutual written consent of the Parties, in whole or in part, at any time and from time to time without prejudice to any other rights that the Parties may have, including the right of the Parties to rely on any other of such conditions.

### 6.2 Additional Conditions to Obligations of Purchaser

The obligation of Purchaser to consummate the transactions contemplated by this Agreement, and in particular to complete the Arrangement, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) MEG shall have fulfilled and complied with in all material respects each of its covenants herein to be performed, fulfilled or complied with on or before the Effective Time, and MEG shall have provided to Purchaser a certificate of two executive officers certifying compliance with such covenants dated the Effective Date;

(b)

(i) the representations and warranties of MEG in Sections (a) *(Organization and Qualification)*, (b) *(Authority Relative to this Agreement)*, (c) *(Material Subsidiaries; Joint Ventures)* and (d) *(Ownership of MEG Subsidiary)* of Schedule "D" shall be true and correct in all respects as of the Agreement Date and as of the Effective Date as if made on and as of such date (except to the extent

such representations and warranties speak of an earlier date, the accuracy of which shall be determined as of such earlier date);

(ii) the representations and warranties of MEG in Section (t) *(Capitalization)* of Schedule "D" shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Agreement Date and shall be true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions and events or circumstances permitted hereunder) as of the Effective Date as if made on and as of such date; and

(iii) all other representations and warranties of MEG set forth in this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such representations and warranties to be so true and correct would not have, or would not reasonably be expected to have, a Material Adverse Effect on MEG or prevent the completion of the transactions contemplated in this Agreement (and, for this purpose, any reference to "material", "Material Adverse Effect" or any other concept of materiality in such representations and warranties shall be ignored),

and MEG shall have provided to Purchaser a certificate of two executive officers certifying such accuracy on the Effective Date;

(c) holders of not greater than 5% of the outstanding MEG Shares shall have validly exercised Dissent Rights in respect of the Arrangement that have not been withdrawn as of the Effective Date, provided that for greater certainty the foregoing percentage shall be exclusive of any MEG Shares held by Strathcona or its affiliates or any group of Persons acting jointly or in concert with Strathcona, for which Dissent Rights have been validly exercised in respect of the Arrangement and not withdrawn as of the Effective Date; and

(d) between the Agreement Date and the Effective Time, there shall not have occurred any changes, events, circumstances or developments that would reasonably be expected to have (individually or in the aggregate) a Material Adverse Effect on MEG.

The conditions in this Section 6.2 are for the exclusive benefit of Purchaser and may be asserted by Purchaser regardless of the circumstances or may be waived by Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Purchaser may have, including the right of Purchaser to rely on any other of such conditions.

**6.3 Additional Conditions to Obligations of MEG**

The obligation of MEG to consummate the transactions contemplated by this Agreement, and in particular to complete the Arrangement, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) Purchaser shall have fulfilled and complied with in all material respects each of its covenants herein to be performed, fulfilled or complied with on or before the Effective Time, and Purchaser shall have provided to MEG a certificate of two executive officers certifying compliance with such covenants dated the Effective Date;

(b)

(i) the representations and warranties of Purchaser in Sections (a) *(Organization and Qualification)*, (b) *(Authority Relative to this Agreement)*, (c) *(Material Subsidiaries; Joint Ventures)* and (d) *(Ownership of Purchaser Subsidiaries)* of Schedule "C" shall be true and correct in all respects as of the Agreement Date and as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak of an earlier date, the accuracy of which shall be determined as of such earlier date);

(ii) the representations and warranties of Purchaser in Section (u) *(Capitalization)* of Schedule "C" shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Agreement Date and shall be true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions and events or circumstances permitted hereunder) as of the Effective Date as if made on and as of such date; and

(iii) all other representations and warranties of Purchaser set forth in this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such representations and warranties to be so true and correct would not have, or would not reasonably be expected to have, a Material Adverse Effect on Purchaser, on a consolidated basis, or prevent the completion of the transactions contemplated in this Agreement (and, for this purpose, any reference to "material", "Material Adverse Effect" or any other concept of materiality in such representations and warranties shall be ignored),

and Purchaser shall have provided to MEG a certificate of two executive officers certifying such accuracy on the Effective Date;

(c) on the Effective Date: (i) each of the MEG Credit Agreements shall be repaid in full and cancelled by Purchaser (other than letters of credit issued and outstanding under the MEG Credit Agreements, which will be cash collateralized and Hedging Transaction which may be novated or closed out after the Effective Date); and (ii) (A) if any of the MEG Notes have been downgraded by one or more gradations by at least two of the three Rating Agencies (including gradations within the ratings categories, as well as between categories), as a result of the Arrangement and the transactions contemplated by this Agreement, or (B) if Purchaser has directed MEG to send a notice of redemption to holder of MEG Notes pursuant to Section 3.5(b), Purchaser shall have immediately available funds or one or more credit facilities having terms and conditions acceptable to MEG, acting reasonably, with immediately available funds, that, alone or together, would enable MEG or Purchaser (as its successor), as applicable, to purchase all of the MEG Notes as required under the MEG Note Indenture;

(d) Purchaser shall have deposited, or caused to be deposited, with the Depositary, sufficient funds and Purchaser Shares (or an irrevocable direction to the Depositary to issue Purchaser Shares in accordance with the Plan of Arrangement upon filing the Articles of Arrangement) to satisfy Purchaser's obligations under Section 2.6; and

(e) between the Agreement Date and the Effective Time, there shall not have occurred any changes, events, circumstances or developments that would reasonably be expected to have (individually or in the aggregate) a Material Adverse Effect on Purchaser.

The conditions in this Section 6.3 are for the exclusive benefit of MEG and may be asserted by MEG regardless of the circumstances or may be waived by MEG in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which MEG may have, including the right of MEG to rely on any other of such conditions.

**6.4 Notice and Cure Provisions**

(a) Each Party shall give prompt notice to the Other Party of the occurrence, or failure to occur, at any time from the Agreement Date to the Effective Date, of any event or state of facts that would, or would be likely to:

(i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect on the Agreement Date or at the Effective Date; or

(ii) result in the failure to comply with or satisfy any covenant or condition to be complied with or satisfied by either Party hereunder prior to or at the Effective Date,

in each case to the extent that the conditions in Section 6.2(a) and Section 6.2(b), in the case of MEG's representations, warranties and covenants, and Section 6.3(a) and Section 6.3(b), in the case of Purchaser's representations, warranties and covenants, would not be capable of being satisfied at any time from the Agreement Date until the Effective Date. No such notification shall affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

(b) Neither MEG nor Purchaser may elect to terminate this Agreement as provided for in Section 9.1(c) unless promptly, and in any event prior to the issuance of the Certificate: (i) the Party intending to rely thereon has delivered a written notice to the Other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters that the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition or conditions precedent and shall provide in such notice that the Other Party shall be entitled to cure any breach of a covenant or representation and warranty or other matters within ten (10) days after receipt of such notice (except that no cure period shall be provided and this Section 6.4(b) shall not apply in the case of a breach that, by its nature, cannot be cured and, in no event, shall any cure period extend beyond the Outside Date); and (ii) if the breaches of covenants, representations and warranties or other matters specified in such notice have not been cured by the date that is the earlier of the Outside Date and the date that is ten (10) days after receipt of such notice, such date shall be the termination date. More than one such notice may be delivered by a Party.

### 6.5 Merger of Conditions

The conditions set out in this Article 6 are conclusively deemed to have been satisfied, waived or released upon the issuance of a Certificate in respect of the Arrangement.

## ARTICLE 7
## ADDITIONAL AGREEMENTS

### 7.1 Covenants Regarding Non-Solicitation

(a) MEG shall, and shall cause its subsidiaries and its and their officers, directors, employees, financial advisors, legal counsel (internal and external), accountants, advisors and all other representatives and agents ("**Representatives**"), as applicable, to: (i) immediately cease and cause to be terminated all existing solicitations, encouragements, discussions or negotiations (including through any of the Representatives of MEG), if any, with any third parties (other than Purchaser), initiated before the Agreement Date with respect to any Person that has made, indicated any interest in making or may reasonably be expected to make, an Acquisition Proposal; (ii) as and from the Agreement Date until termination of this Agreement pursuant to Article 9, immediately discontinue providing access to and disclosure of any of its confidential information and not allow or establish further access to any of its confidential information, or any data room, virtual or otherwise, to any Person (other than Purchaser or its Representatives) who has entered into a confidentiality agreement with MEG relating to an Acquisition Proposal; (iii) pursuant to and in accordance with each applicable confidentiality agreement relating to an Acquisition Proposal, promptly request the return or destruction of all information provided to any third parties that have entered into a confidentiality agreement with such Party and the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding such Party or any of its subsidiaries, and shall use reasonable commercial efforts to cause such requests to be honoured; and (iv) not release, waive, terminate or otherwise forbear in the enforcement of, amend or modify, or enter into or participate in any discussions, negotiations or agreements to release, waive or otherwise forbear or amend or modify, any rights or other benefits under any confidentiality agreements to which MEG or the MEG Subsidiary is a party, including any "standstill provisions" thereunder. MEG undertakes to enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants or agreements that it has entered into with third parties prior to the Agreement Date.

(b) MEG shall not, directly or indirectly, do, nor authorize or permit any of its Representatives to do, any of the following:

(i) solicit, assist, initiate, entertain or knowingly facilitate or encourage or take any action to solicit, assist, initiate, entertain or knowingly facilitate or encourage any Acquisition Proposal, or engage in any communication regarding the making of any proposal or offer that constitutes, or may reasonably be expected to constitute or lead to an Acquisition Proposal, including by way of furnishing information or access to properties, facilities or books and records;

(ii) withdraw, amend, modify or qualify, or propose to withdraw, amend, modify or qualify, in any manner adverse to Purchaser or which could reasonably be expected to impede, interfere with or delay the Arrangement, or prevent the completion of the Arrangement, the MEG Board Recommendation (or any related recommendation by any committee of the MEG Board);

(iii) make any public announcement or take any other action inconsistent with the MEG Board Recommendation;

(iv) enter into or otherwise engage or participate in any negotiations or any discussions regarding any inquiry, proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, or furnish or provide access to any information with respect to MEG's securities, business, properties, operations or conditions (financial or otherwise) in connection with or in furtherance of an Acquisition Proposal, or otherwise cooperate in any way with, or assist or knowingly participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;

(v) accept, recommend, approve, agree to, endorse or propose publicly to accept, recommend, approve, agree to or endorse an Acquisition Proposal, or, for a period in excess of five (5) Business Days, take no position or a neutral position with respect to a publicly announced or publicly proposed, Acquisition Proposal; or

(vi) accept, approve, endorse or enter into (other than a confidentiality and standstill agreement permitted by and in accordance with Section 7.1(b)(vii)) or publicly propose to accept, approve, endorse or enter into any agreement, understanding or arrangement (including any letter of intent or agreement in principle) in respect of or in any way related to any Acquisition Proposal or providing for the payment of any break, termination or other fees or expenses to any Person, if MEG completes the transactions contemplated hereby;

except that notwithstanding the provisions of clauses (ii) and (iii) of Section 7.1(a) or this Section 7.1(b), MEG and its Representatives may:

(vii) at any time prior to obtaining the approval of the MEG Shareholders of the MEG Transaction Resolution, enter into, or participate in, any discussions or negotiations with an arm's length third party who (without any solicitation, initiation or encouragement, directly or indirectly, after the Agreement Date, by MEG or any of its Representatives) seeks to initiate such discussions or negotiations and, subject to execution of a confidentiality and standstill agreement and/or clean teams agreement (referred to herein as a "confidentiality and standstill agreement") with terms at least as restrictive to such counterparty as the Confidentiality Agreement (on the condition that such confidentiality and standstill agreement shall provide for the disclosure thereof, along with the information provided thereunder, to Purchaser), may furnish to such third party information concerning MEG and its business, affairs, properties and assets (on the condition that such third party is not furnished with greater access or information than Purchaser), in each case if and only to the extent that:

(A) the third party has first made a written bona fide Acquisition Proposal, which did not result from a breach of this Section 7.1, and in respect of which the MEG Board determines in good faith, after consultation with its external legal and one of its Financial Advisors or other professional financial advisors as reflected in the minutes of the MEG Board, constitutes, or could reasonably be expected to constitute or lead to, a Superior Proposal (for additional clarity, the Existing Strathcona Offer is deemed not to be, and may not

constitute a Superior Proposal pursuant to the terms of this Agreement and therefore cannot constitute or be reasonably expected to lead to, a Superior Proposal in any circumstance);

(B) prior to furnishing such information to or entering into or participating in any such negotiations or initiating any discussions with such third party, MEG promptly provides written notice to Purchaser to the effect that it is furnishing information to or entering into or participating in discussions or negotiations with such Person or entity and provides to Purchaser a true and complete copy of the final executed confidentiality and standstill agreement entered into with such Person or entity in compliance with this Section 7.1(b)(vii) and the information required to be provided under Sections 7.1(c) and 7.1(d); and

(C) MEG or the MEG Subsidiary has been, and would be after entering into or participating in any such discussions or negotiations, in compliance with all of its obligations under this Section 7.1;

(viii) comply with Division 3 of National Instrument 62-104 – *Take-Over Bids and Issuer Bids* and similar provisions under Applicable Canadian Securities Laws relating to the provision of directors' circulars and make appropriate disclosure with respect thereto to the MEG Shareholders; and

(ix) at any time prior to obtaining the approval of the MEG Shareholders of the MEG Transaction Resolution, withdraw the MEG Board Recommendation (or any recommendation by any committee of the MEG Board) and accept, recommend, approve or enter into an agreement to implement a Superior Proposal from a third party, but only if prior to such acceptance, recommendation, approval or implementation: (A) the MEG Board shall have concluded in good faith, after considering all proposals to adjust the terms and conditions of this Agreement as contemplated by Section 7.1(d) and after receiving the advice of one of its Financial Advisors or other professional financial advisors and external legal counsel, as reflected in minutes of the MEG Board, that such Superior Proposal is in the best interests of MEG and failure to take such action by the MEG Board would be inconsistent with its fiduciary duties under Applicable Law; (B) MEG complies with its obligations set out in Section 7.1(d); and (C) if MEG is entering into an agreement to implement a Superior Proposal, MEG terminates this Agreement in accordance with Section 9.1(e) and concurrently therewith pays the amount required by Section 7.2 or Section 7.4, as applicable.

(c) If, after the Agreement Date, MEG or any of its subsidiaries is in receipt of a *bona fide* Acquisition Proposal or any request (which request may be reasonably considered to be in furtherance of, or in relation to, an Acquisition Proposal) for non-public information relating to the MEG Group or its properties, facilities, books or records, the MEG Group shall promptly (and in any event within 24 hours of receipt by the MEG Group) notify Purchaser (at first orally and then in writing) of any Acquisition Proposal (or any amendment thereto) or any amendments to the foregoing received by the MEG Group. Such notice shall include a copy of any written Acquisition Proposal (and any amendment thereto) or any such request (which request may be reasonably considered to be in furtherance of, or in relation to, an Acquisition Proposal) for non-public information relating to the MEG Group or its properties, facilities, books or records received by the MEG Group or, if no written Acquisition Proposal has been received, a description of the material terms and conditions of, and the identity of the Person making any inquiry, proposal or offer or request (to the extent then known by the MEG Group). The MEG Group shall also provide such further and other details of the Acquisition Proposal, request or any amendment thereto as Purchaser may reasonably request (to the extent then known by the MEG Group). The MEG Group shall keep Purchaser fully and promptly informed of the status, including any change to material terms, of any Acquisition Proposal, request or any amendment thereto, shall respond promptly to all reasonable inquiries by Purchaser with respect thereto, and shall promptly provide to Purchaser copies of all substantive correspondence and other written material sent to or provided to the MEG Group by any Person in connection with such inquiry, proposal, offer or request or sent or provided by the MEG Group to any Person in connection with such inquiry, proposal, offer or request.

(d) Following determination by the MEG Board that an Acquisition Proposal constitutes a Superior Proposal, the MEG Group shall give Purchaser, orally and in writing, at least five (5) Business Days advance notice of

any decision by the MEG Board to accept, recommend, approve or enter into an agreement (other than a confidentiality and standstill agreement) to implement a Superior Proposal, which notice shall:

(i) confirm that the MEG Board has determined that such Acquisition Proposal constitutes a Superior Proposal;

(ii) identify the third party making the Superior Proposal;

(iii) if MEG is proposing to enter into an agreement to implement such Superior Proposal, confirm that the entering into of a definitive agreement to implement such Superior Proposal is not subject to any financing condition, due diligence condition or access condition; and

(iv) if MEG is proposing to enter into an agreement to implement such Superior Proposal, confirm that a definitive agreement to implement such Superior Proposal has been settled between MEG and such third party in all material respects (including in respect of the value and financial terms and the value ascribed to any non-cash consideration offered under such Acquisition Proposal), and MEG will concurrently provide a true and complete copy thereof, together with all supporting materials, including any financing documents supplied to the MEG Group in connection therewith, and will thereafter promptly provide any amendments thereto, to Purchaser.

During the five (5) Business Day period commencing on the delivery of such notice (such period, the "**Matching Period**"), MEG agrees not to accept, recommend, approve or enter into any agreement to implement such Superior Proposal and not to release the party making the Superior Proposal from any standstill provisions and shall not change, withdraw, withhold, amend, modify or qualify, or propose publicly to change, withdraw, withhold, amend, modify or qualify, the MEG Board Recommendation. During the Matching Period, Purchaser shall have the opportunity (but not the obligation) to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal. In addition, during the Matching Period, or such longer period as MEG may approve in writing for such purpose: (i) the MEG Board shall review any offer made by Purchaser to amend this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (ii) MEG shall negotiate in good faith with Purchaser to make such amendments to the terms of this Agreement and the Arrangement as would enable Purchaser to proceed with the transactions contemplated by this Agreement on such amended terms. If the MEG Board determines that such Acquisition Proposal would cease to be a Superior Proposal: (x) MEG shall promptly so advise Purchaser, and MEG and Purchaser shall amend this Agreement to reflect such offer made by Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing; and (y) the MEG Board shall not accept, recommend, approve or enter into any agreement to implement such Acquisition Proposal and shall not release the party making the Acquisition Proposal from any standstill provisions and shall not change, withdraw, withhold, amend, modify or qualify, or propose publicly to change, withdraw, withhold, amend, modify or qualify, the MEG Board Recommendation. MEG acknowledges that each successive material modification of any Superior Proposal that results in an increase in the consideration (or the value thereof) to be received by MEG Shareholders or other material terms or conditions shall constitute a new Superior Proposal for purposes of the requirement under this Section 7.1(d) to initiate a new Matching Period.

In addition, if Strathcona (or any affiliate thereof) changes or varies the amount or form of consideration offered (including, the type of consideration and/or the respective proportion of type of consideration offered) under the Existing Strathcona Offer or announces its intention to do so (each, an "**Amended Strathcona Offer**"), and whether or not such Amended Strathcona Offer is determined to constitute a Superior Proposal for the purposes of the preceding paragraph, if requested by Purchaser, MEG shall, and shall cause one of its Financial Advisors or other professional financial advisors and external legal counsel to, negotiate in good faith with Purchaser and one of its Financial Advisors or other professional financial advisors and external legal counsel in order to allow Purchaser to make any increases to the Consideration or other adjustments in the consideration offered or to otherwise amend the terms and conditions of this Agreement and the Arrangement (which for clarity, shall not be less favourable to MEG or the MEG Shareholders than those included in this Agreement and the Arrangement).

In the event that any Acquisition Proposal is made or announced on a date which is less than five (5) Business Days prior to the MEG Meeting, MEG shall be permitted to adjourn or postpone the MEG Meeting and Purchaser shall be entitled to require MEG to adjourn or postpone the MEG Meeting, in each case to a date that is not more than ten (10) Business Days after the latest date then scheduled for the MEG Meeting, in accordance with this Agreement, in order to address such Acquisition Proposal and, if the MEG Board determines such Acquisition Proposal to be a Superior Proposal, to observe and satisfy the Matching Period.

(e) The MEG Board shall promptly and in any event within 24 hours after the determination in clause (i) or (ii) below, reaffirm the MEG Board Recommendation by news release after any Acquisition Proposal is publicly announced or made if the MEG Board determines that: (i) such Acquisition Proposal does not constitute a Superior Proposal in accordance with this Section 7.1; or (ii) an amendment to the terms of this Agreement has been agreed that results in the Acquisition Proposal not being a Superior Proposal. MEG shall provide Purchaser and its external legal counsel with a reasonable opportunity to review the form and content of any such news release and shall make all reasonable amendments to such news release as requested by Purchaser and its external legal counsel.

(f) Purchaser agrees that all information that may be provided to it by MEG with respect to any Superior Proposal pursuant to this Section 7.1 shall be treated as if it were "Confidential Information" as that term is defined in the Confidentiality Agreement, and such information shall not be disclosed or used except in accordance with the Confidentiality Agreement or in order to enforce its rights under this Agreement in legal proceedings.

(g) MEG shall ensure that its Representatives are aware of the provisions of this Section 7.1. MEG shall be responsible for any breach of this Section 7.1 by its Representatives.

**7.2 Purchaser Disposition of Rights**

If at any time after the execution and delivery of this Agreement and prior to the termination of this Agreement:

(a) the MEG Board (or any committee thereof): (i) fails to make the MEG Board Recommendation as required hereunder; (ii) changes, withdraws, withholds, amends, modifies or qualifies, or proposes publicly to change, withdraw, withhold, amend, modify or qualify, the MEG Board Recommendation in a manner adverse to Purchaser (it being understood that the taking of a neutral position or no position with respect to a publicly announced or publicly proposed Acquisition Proposal (including for clarity, the Existing Strathcona Offer or any other Acquisition Proposal by or involving Strathcona or any Person or group or Persons acting jointly or in concert with Strathcona) beyond the earlier of a period of five (5) Business Days following such announcement or the date which is the day prior to the date proxies in respect of the MEG Meeting must be deposited shall be considered an adverse modification to such recommendation); (iii) fails to reaffirm publicly the MEG Board Recommendation: (A) in the manner and within the time period set out in Section 7.1(e); or (B) within five (5) Business Days after having been requested to do so by Purchaser; or (iv) resolves to do any of the foregoing, and this Agreement is terminated pursuant to Section 9.1(d);

(b) MEG breaches any of its obligations under Section 7.1 in any material respect and this Agreement is terminated pursuant to Section 9.1(d);

(c) the MEG Board (or any committee thereof): (i) accepts, recommends, approves, agrees to, endorses or enters into, or proposes publicly to accept, recommend, approve, agree to, endorse or enter into, an agreement, understanding or letter of intent to implement the Existing Strathcona Offer or any Acquisition Proposal; or (ii) fails to recommend unequivocally against acceptance of the Existing Strathcona Offer or any Acquisition Proposal, and this Agreement is terminated pursuant to Section 9.1(d);

(d) this Agreement is terminated by MEG or Purchaser pursuant to Section 9.1(b)(i) (*Failure to Obtain MEG Shareholder Approval*) or 9.1(b)(iii) (*Occurrence of Outside Date*) and prior to such termination, an Acquisition Proposal, or an intention to make an Acquisition Proposal, for MEG has been publicly

announced, proposed, disclosed, offered or made by any Person (other than Purchaser or its affiliates) and, within twelve (12) months following the date of such termination:

(i) the MEG Board recommends any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such twelve (12) month period);

(ii) MEG enters into a binding definitive agreement (other than a confidentiality and standstill agreement permitted by and in accordance with Section 7.1(b)) in respect of any Acquisition Proposal which is subsequently consummated at any time thereafter (whether or not within such twelve (12) month period); or

(iii) any Acquisition Proposal is consummated with MEG,

provided that in each case and notwithstanding Section 1.1(b) the term "Acquisition Proposal" when used in this Section 7.2(d) (and for greater certainty only this Section 7.2(d)) shall exclude the Existing Strathcona Offer; or

(e) prior to approval of the MEG Transaction Resolution, if MEG enters into, or the MEG Board authorizes MEG to enter into, a definitive agreement (other than a confidentiality and standstill agreement) with respect to a Superior Proposal pursuant to Section 7.1(b)(ix), provided that MEG has complied with its obligations set out in Section 7.1 and this Agreement is terminated pursuant to Section 9.1(e),

(each of the above, if not waived by Purchaser, being (upon expiration of the applicable cure period) hereinafter referred to as a "**Purchaser Disposition Event**"), MEG shall pay to Purchaser $242 million (the "**Purchaser Termination Amount**"), in consideration for the disposition of Purchaser's rights under this Agreement, in immediately available funds, to an account designated by Purchaser, as follows:

(i) if the Purchaser Termination Amount is payable pursuant to Section 7.2(a), Section 7.2(b) or Section 7.2(c), the Purchaser Termination Amount shall be payable within two (2) Business Days following the occurrence of such Purchaser Disposition Event;

(ii) if the Purchaser Termination Amount is payable pursuant to Section 7.2(d), the Purchaser Termination Amount shall be payable upon the consummation of, the Acquisition Proposal referred to therein; or

(iii) if the Purchaser Termination Amount is payable pursuant to Section 7.2(e), the Purchaser Termination Amount shall be payable concurrently with the termination of this Agreement.

MEG shall only be obligated to pay one Purchaser Termination Amount pursuant to this Section 7.2.

**7.3 Purchaser Expense Reimbursement**

If this Agreement is terminated by:

(a) Purchaser, if: (i) the Existing Strathcona Offer is consummated or effected; and (ii) a Purchaser Disposition Event as outlined in Section 7.2 has not occurred;

(b) Purchaser pursuant to Section 9.1(c) (*Mutual Conditions and Conditions Precedents*) because of the failure of the condition in Section 6.2(b) (*Representations and Warranties of MEG*); or

(c) Purchaser or MEG pursuant to Section 9.1(b)(iii) (*Occurrence of Outside Date*) and at the time of such termination there exist a state of facts or circumstances that would cause the conditions set forth in Section 6.2(b) (*Representations and Warranties of MEG*) not to be satisfied, notwithstanding the availability of any cure period,

(each of the above, if not timely cured, if applicable, or waived by Purchaser, being (upon expiration of the applicable cure period) hereinafter referred to as a "**Purchaser Expense Reimbursement Event**"), MEG shall pay to Purchaser $25 million (the "**Purchaser Expense Reimbursement Amount**"), in consideration the expenses incurred by Purchaser in connection with the Arrangement, in immediately available funds, to an account designated by Purchaser, provided that if Purchaser is in material breach of its obligations at the time of termination of the Agreement such amount will not be payable. Notwithstanding anything to the contrary herein, no fees or amounts shall be payable by MEG under this Section 7.3 as a result of the occurrence of a Purchaser Expense Reimbursement Event if MEG has paid the Purchaser Termination Amount.

**7.4 MEG Disposition of Rights**

If at any time after the execution and delivery of this Agreement and prior to the termination of this Agreement:

(a) this Agreement is terminated by either Party pursuant to Section 9.1(c) (*Mutual Conditions and Conditions Precedent*) if the termination results solely as a result of the failure to satisfy the condition in Section 6.1(f) (*Illegality*) only insofar as such Order or Law is related to the Key Regulatory Approvals; or

(b) this Agreement is terminated by either Party pursuant to Section 9.1(b)(iii) (*Occurrence of Outside Date*), if as of the time of termination, the only conditions set forth in Section 6.1 (*Mutual Conditions Precedent*), 6.2 (*Additional Conditions to Obligations of Purchaser*) and 6.3 (*Additional Conditions to Obligations of MEG*) that have not been satisfied or waived by MEG or Purchaser, as applicable are: (1) the condition in Section 6.1(e) related to the Key Regulatory Approvals; (2) the condition in Section 6.1(f) (*Illegality*) only insofar as such Order or Law is related to the Key Regulatory Approvals; and (3) the conditions that by their terms are to be satisfied at the Effective Time and that are capable of being satisfied,

(each of the above, if not timely cured, if applicable, or waived by MEG, being (upon expiration of the applicable cure period) hereinafter referred to as a "**MEG Disposition Event**"), Purchaser shall pay to MEG $242 million (the "**MEG Termination Amount**"), in consideration for the disposition of MEG's rights under this Agreement, in immediately available funds, to an account designated by MEG, provided that if MEG is in material breach of its obligations at the time of termination of the Agreement, such amount will not be payable. If a MEG Termination Amount is payable pursuant to this Section 7.4, the MEG Termination Amount shall be paid within three (3) Business Days following the MEG Disposition Event. Purchaser shall only be obligated to pay one MEG Termination Amount pursuant to this Section 7.4.

**7.5 MEG Expense Reimbursement**

If this Agreement is terminated by:

(a) MEG pursuant to Section 9.1(c) (*Mutual Conditions and Conditions Precedents*) because of the failure of the condition in Section 6.3(b) (*Representations and Warranties of Purchaser*); or

(b) Purchaser or MEG pursuant to Section 9.1(b)(iii) (*Occurrence of Outside Date*) and at the time of such termination there exist a state of facts or circumstances that would cause the conditions set forth in Section 6.3(b) (*Representations and Warranties of Purchaser*) not to be satisfied, notwithstanding the availability of any cure period;

(each of the above, if not timely cured, if applicable, or waived by MEG, being (upon expiration of the applicable cure period) hereinafter referred to as a "**MEG Expense Reimbursement Event**"), Purchaser shall pay to MEG $25 million (the "**MEG Expense Reimbursement Amount**"), in consideration for the expenses incurred by MEG in connection with the Arrangement, in immediately available funds, to an account designated by MEG, provided that if MEG is in material breach of its obligations at the time of termination of the Agreement such amount will not be payable. Notwithstanding anything to the contrary herein, no fees or amounts shall be payable by Purchaser under this Section 7.5 as a result of the occurrence of a MEG Expense Reimbursement Event if Purchaser has paid the MEG Termination Amount.

**7.6 Quantum of Termination Amounts and Specific Performance**

Each of Purchaser and MEG acknowledges that the payment of the amounts set out in Section 7.2 or Section 7.4 is a payment in consideration for the disposition of the Other Party's rights under this Agreement and agrees that such amount represents a genuine pre-estimate of the damages that Purchaser or MEG (as applicable) will suffer or incur as a result of the event giving rise to the disposition of rights under this Agreement and the resultant termination of this Agreement and is not a penalty. Each of Purchaser and MEG irrevocably waives any right it may have to raise as a defence that any such amounts payable by it are excessive or punitive. For greater certainty, Purchaser and MEG agree that receipt of an amount pursuant to Section 7.2 or Section 7.4 is the sole monetary remedy of Purchaser or MEG (as applicable) hereunder in such circumstances, except that this limitation shall not apply in the event of fraud, or wilful or intentional breach of this Agreement, by the Party that has made, or is required to make, a payment pursuant to Section 7.2 or Section 7.4, and, in such circumstances, the non-breaching Party may pursue an action against the breaching Party for damages. Nothing in Section 7.2, Section 7.4 or this Section 7.6 shall, in circumstances where the Purchaser Termination Amount or the MEG Termination Amount, as applicable, is not payable, otherwise preclude Purchaser or MEG, as applicable, from pursuing an action against the Other Party for damages for a breach under this Agreement or from seeking and obtaining injunctive relief to restrain any breach or threatened breach of the covenants or agreements of the Other Party set out in this Agreement or the Confidentiality Agreement or otherwise to obtain specific performance of any of such acts, covenants or agreements, without the necessity of posting bond or security in connection therewith.

**7.7 Fees and Expenses**

Except as expressly set out in this Agreement, each Party covenants and agrees to bear its own fees, costs and expenses in connection with the transactions contemplated by this Agreement and the Arrangement.

**7.8 Access to Information; Confidentiality**

(a) From and after the Agreement Date until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with Applicable Laws (including antitrust and competition Laws) and the terms of any existing Contracts (including the Confidentiality Agreement), MEG shall, and shall cause each other member of the MEG Group and its and their respective Representatives to, provide Purchaser and its Representatives such access as Purchaser may reasonably require at all reasonable times, at Purchaser's sole cost and expense and only during normal business hours, including for the purpose of facilitating integration business planning, to their premises (including field offices and sites), books, Contracts, Returns, records, Information Technology, properties, assets, officers, employees, agents and management personnel, and shall furnish promptly to Purchaser all data and information as Purchaser may reasonably request in order to permit Purchaser to be in a position to expeditiously and efficiently integrate the business and operations of Purchaser and MEG after the Effective Date; provided that no investigations made by or on behalf of Purchaser, whether under this Section 7.8 or otherwise, shall waive, diminish the scope of, or otherwise affect, or be deemed to modify, any representation or warranty made by MEG herein. Without limiting the foregoing and subject to compliance with Applicable Law and the terms of any existing Contracts (including the Confidentiality Agreement): (i) Purchaser and its Representatives shall, upon reasonable prior notice, have the right to conduct inspections of the properties of each member of the MEG Group; (ii) MEG shall, upon Purchaser's request, facilitate discussions between Purchaser and any third party from whom consent may be required; and (iii) MEG and Purchaser shall form a committee consisting of appropriate senior officers and other representatives that shall meet on a regular basis for the purpose of integration business planning, with mechanisms in place to ensure that all pre-closing activities of MEG and Purchaser continue to be conducted independently and in compliance with Applicable Laws.

(b) MEG shall provide information and reasonable assistance to Purchaser in implementing a communications plan of Purchaser in respect of the MEG Employees. Purchaser shall consult with and consider the reasonable comments of MEG in connection with the implementation of such plan.

(c) Nothing in this Section 7.8 shall require a Party to disclose information which it is prohibited from disclosing pursuant to a written confidentiality agreement or confidentiality provision of an agreement with a third party or information that, in the opinion of the Party, acting reasonably, is competitively sensitive (provided that

the Parties acknowledge and agree that external counsel to the Parties may have access to such information on a privileged and confidential basis in connection with obtaining regulatory approvals required in connection with the Arrangement, including the Key Regulatory Approvals) or may result in jeopardizing a Party's legal privilege in respect of such information.

(d) The Parties acknowledge and agree that all information provided by a Party (or any of its Representatives) pursuant to this Section 7.8 shall be considered to be "Confidential Information" for purposes of the Confidentiality Agreement and shall be subject to the Confidentiality Agreement.

**7.9 Insurance and Indemnification**

(a) Purchaser and MEG agree that all rights to indemnification, expense reimbursement or exculpation now existing in favour of present and former officers and directors of MEG shall survive completion of the Arrangement and, after the Effective Time, MEG and any successor to MEG will not take any action to terminate or adversely affect, and will fulfill its obligations pursuant to, expense advancement and exculpation arrangements and indemnities provided or available to or in favour of past and present officers and directors of MEG pursuant to the provisions of the articles, by-laws or other constating documents of MEG, applicable corporate legislation and any written indemnity agreements (and each of them), which have been entered into between MEG and its past or current officers or directors effective on or prior to the Agreement Date.

(b) Prior to the Effective Time, MEG may purchase run off directors' and officers' liability insurance for the benefit of its officers and directors having a coverage period of up to six (6) years from the Effective Time, and in such event Purchaser will not have any further obligation under this Section 7.9.

(c) In the event that Purchaser or any of its successors or assigns shall: (i) consolidate with or merge or amalgamate into any other Person and shall not be the continuing or surviving company or entity of such consolidation, merger or amalgamation; or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each such case, Purchaser shall cause proper provision to be made so that the successor and assign of Purchaser or all or substantially all of its properties and assets, as the case may be, assumes the obligations set forth in this Section 7.9.

**7.10 Financial Advisors**

As at the Agreement Date, Purchaser and MEG represent and warrant to each other that, except for Goldman Sachs Canada Inc. and CIBC World Markets Inc. in the case of Purchaser, and BMO Capital Markets and RBC Capital Markets in the case of MEG, no financial advisor, broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission, or to the reimbursement of any of its expenses, in connection with the Arrangement. Each Party has provided to the Other Party a correct and complete copy of all agreements relating to the arrangements between it and its financial advisors as are in existence at the Agreement Date and agrees: (a) not to amend the terms of any such agreements relating to the payment of fees and expenses or indemnification without the prior written approval of the Other Party; and (b) not to disclose the terms of the agreements between the Other Party and its financial advisors to such Party's financial advisors.

**7.11 Privacy Issues**

(a) For the purposes of this Section 7.11, "**Transferred Information**" means any Personal Information to be disclosed or conveyed to one Party or any of its representatives or agents (for purposes of this Section 7.11, the "**Recipient**") by or on behalf of the Other Party (for purposes of this Section 7.11, the "**Disclosing Party**") as a result of or in conjunction with the transactions contemplated herein, and includes all such Personal Information disclosed to the Recipient on or prior to the Agreement Date.

(b) Each Disclosing Party acknowledges and confirms that any Transferred Information which it is responsible for disclosing to a Recipient is necessary for the purposes of determining if the Parties shall proceed with the

transactions contemplated in this Agreement, and if the determination is made to proceed with such transactions contemplated, to complete them.

(c) Each Disclosing Party covenants and agrees to, upon request, use reasonable efforts to advise the Recipient of the purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates and the additional purposes where the Disclosing Party has notified the individual of such additional purpose, and where required by Applicable Law, obtained the consent of such individual to such collection, use or disclosure.

(d) In addition to its other obligations hereunder, each of the Parties covenants and agrees to, and shall use reasonable commercial efforts to cause its Recipients to:

(i) prior to the completion of the transactions contemplated herein:

(A) use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated hereby, including for the purpose of determining whether to complete such transactions;

(B) protect the Transferred Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; provided, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of the Transferred Information; and

(C) if the transactions contemplated hereby do not proceed, return the Transferred Information to the Disclosing Party or destroy it, at the Disclosing Party's election, within a reasonable time;

(ii) after the completion of the transactions contemplated herein:

(A) use and disclose the Transferred Information under its control only for those purposes for which the Transferred Information was initially collected, permitted to be used or disclosed, unless:

(I) the Disclosing Party or the Recipient has first notified the individual about whom the Transferred Information related of any additional purpose, and where required by Applicable Law, obtained the consent of such individual to such additional purpose; or

(II) such use or disclosure is permitted or authorized by Applicable Law, without notice to, or consent from, such individual;

(B) protect the Transferred Information under its control by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; provided, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of the Transferred Information; and

(C) give effect to any withdrawal of consent made by an individual to whom the Transferred Information under its control relates; and

(iii) notwithstanding any other provision herein, where the disclosure or transfer of Transferred Information to the Recipient requires the consent of, or the provision of notice to, the individual about whom the Transferred Information relates, the Disclosing Party shall not disclose or transfer such Transferred Information until it has first notified such individual of such disclosure or transfer and the purpose for same, and where required by Applicable Law, obtained the individual's consent

to same and to only collect, use and disclose such information to the extent necessary to complete the transactions contemplated herein and as authorized or permitted by Laws.

(e) Where required by Applicable Law, each of the Parties agrees to promptly notify the individuals about whom the Transferred Information relates that the transactions contemplated herein have taken place and that their Transferred Information has been disclosed in connection herewith.

## ARTICLE 8
## AMENDMENT

### 8.1 Amendment

(a) Subject to the Interim Order, the Final Order and Applicable Laws, this Agreement (other than the Plan of Arrangement, which may only be amended in accordance with Article 6.1 thereof) may, at any time and from time to time before or after the holding of the MEG Meeting, but prior to the Effective Time, be amended by written agreement of the Parties without further notice to, or authorization from, the MEG Shareholders and any such amendment may, without limitation:

(i) change the time for performance of any of the obligations or acts of Purchaser or MEG hereunder;

(ii) waive any inaccuracies in, or modify, any representation or warranty contained herein or in any document delivered pursuant hereto;

(iii) waive compliance with, or modify, any of the covenants contained herein and waive or modify performance of any of the obligations of Purchaser or MEG hereunder; or

(iv) waive satisfaction of, or modify, any of the conditions precedent set out herein,

on the condition that no such amendment reduces or modifies or otherwise changes the substance or form of the consideration to be received under the Arrangement by the MEG Shareholders without approval by the MEG Shareholders given in the same manner as required for the approval of the MEG Transaction Resolution.

## ARTICLE 9
## TERMINATION

### 9.1 Termination

This Agreement may be terminated at any time prior to the Effective Date:

(a) by mutual written agreement of the Parties;

(b) by either Party if:

(i) the MEG Shareholders fail to approve the MEG Transaction Resolution by the MEG Required Approval at the MEG Meeting in accordance with the Interim Order;

(ii) a change in Law is enacted, made, enforced or amended that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Parties from completing the Arrangement, and such Law has, if applicable, become final and non-appealable, on the condition that: (A) the Party seeking to terminate this Agreement has used its reasonable commercial efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; and (B) the enactment, making, enforcement or amendment of such Law was not primarily due to the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(iii) the Effective Time shall not have occurred on or prior to the Outside Date, except that the right to terminate this Agreement under this Section 9.1(b)(iii) shall not be available to a Party whose failure to fulfill any of its obligations under this Agreement has been the principal cause of, or resulted in, the failure of the Effective Time to occur by such date;

(c) if any of the conditions set forth in Sections 6.1 (other than Section 6.1(b)) or 6.2 in the case of Purchaser, or in Sections 6.1 (other than Section 6.1(b)) or 6.3, in the case of MEG, has not been satisfied or waived by the Outside Date or such condition is incapable of being satisfied by the Outside Date; provided that the Party seeking termination is in compliance with its obligations as provided in Section 6.4(b), if applicable, and on the condition that the failure to satisfy the particular condition precedent being relied upon as a basis for termination of this Agreement did not occur as a result of a breach by the Party seeking to rely on the condition precedent of any of its covenants or obligations under the Agreement;

(d) by Purchaser upon the occurrence of:

(i) a Purchaser Disposition Event, as provided in Section 7.2(a), 7.2(b) or 7.2(c); or

(ii) a Purchaser Expense Reimbursement Event as provided in Section 7.3(a); or

(e) by MEG, upon the occurrence of a Purchaser Disposition Event as provided in Section 7.2(e).

**9.2 Notice and Effect of Termination**

(a) The Party desiring to terminate this Agreement pursuant to Section 9.1 (other than pursuant to Section 9.1(c) in circumstances in which Section 6.4(b) is applicable and has been complied with) shall give written notice of such termination to the Other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

(b) If this Agreement is terminated in the circumstances set out in Section 9.1, this Agreement shall forthwith become void and neither Party shall have any liability or further obligation to the Other Party hereunder, except with respect to the obligations set forth in this Section 9.2, Sections 1.11, 3.3(h), 3.3(i), 3.7(b)(v), 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.11, Article 10 and Article 11, where applicable, which shall survive any termination hereof. Nothing contained in this Section 9.2 shall relieve either Party from liability for any fraud, or wilful or intentional breach of any provision of this Agreement prior to the termination of this Agreement. No termination of this Agreement shall affect the obligations of the Parties pursuant to the Confidentiality Agreement, except to the extent specified therein.

**9.3 Waiver**

Either Party may: (a) extend the time for the performance of any of the obligations or other acts of the Other Party; (b) waive compliance with any of the Other Party's agreements or the fulfillment of any conditions to its own obligations contained herein; and (c) waive inaccuracies in any of the Other Party's representations or warranties contained herein or in any document delivered by the Other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and such waiver shall apply only to the specific matters identified in such instrument. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.

## ARTICLE 10
## NOTICES

**10.1 Notices**

Any notice that is required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be delivered personally (including by courier) or sent by email to the Party to whom it is addressed, as follows:

(a) if to Purchaser, addressed to it at:

Cenovus Energy Inc.
225 – 6th Avenue SW
Calgary, Alberta T2P 0M5

Attention: [*name and position redacted*]
Email: [*email address redacted*]

with a copy to:

McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: John Piasta
Email: jpiasta@mccarthy.ca

(b) if to MEG, addressed to it at:

MEG Energy Corp.
2500, 600 – 3rd Avenue S.W.
Calgary, Alberta, T2P 1N9

Attention: [*name and position redacted*]
Email: [*email address redacted*]

with a copy to:

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

Attention: Grant Zawalsky and Bronwyn Inkster
Email: gaz@bdplaw.com and bmi@bdplaw.com

or to such other address as a Party may, from time to time, advise to the Other Party by notice in writing. The date or time of receipt of any such notice shall be deemed to be the date of delivery or the time such email is received.

## ARTICLE 11
## GENERAL

### 11.1 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

### 11.2 Assignment and Enurement

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the Other Party.

### 11.3 Disclosure

The Parties agree to each issue a press release with respect to this Agreement as soon as practicable after its due execution. Thereafter each Party shall promptly provide to the Other Party, for review by the Other Party and its external legal counsel, and receive the prior consent, not to be unreasonably withheld, conditioned or delayed, of the Other Party prior to issuing, or permitting any of its directors, officers, employees or agents to issue, any news release or other written statement or other public disclosure document with respect to this Agreement or the Arrangement and the Other Party agrees to keep such information confidential until it is filed as part of such Party's public disclosure record on SEDAR+ and EDGAR, as applicable. Notwithstanding the foregoing, if either Party is required by Applicable Laws, or the rules of any stock exchange on which any of its securities may be listed, to make any disclosure relating to this Agreement or the transactions contemplated by this Agreement, such disclosure may be made, but that Party shall use reasonable commercial efforts to consult with the Other Party as to the nature and wording of such disclosure prior to it being made.

### 11.4 Severability

If any one or more of the provisions (or any part thereof) of this Agreement is determined to be invalid, illegal or unenforceable in any respect in any jurisdiction, such provision or provisions (or part or parts thereof) shall be, and shall be conclusively deemed to be, as to such jurisdiction, severable from the balance of this Agreement and:

(a) the validity, legality or enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired by the severance of the provisions (or parts thereof) so severed; and

(b) the invalidity, illegality or unenforceability of any provision (or part thereof) of this Agreement in any jurisdiction shall not affect or impair such provision (or part thereof) or any other provisions of this Agreement in any other jurisdiction.

Upon any determination that any term or other provision in this Agreement is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the fullest extent possible.

### 11.5 Further Assurances

Each Party shall from time to time and at all times hereafter at the request of the Other Party, but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this Agreement.

**11.6 Time of Essence**

Time is of the essence in this Agreement.

**11.7 Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the federal Laws of Canada applicable therein and the Parties irrevocably attorn to the jurisdiction of the courts of the Province of Alberta in respect of all disputes arising under or in relation to this Agreement.

**11.8 Specific Performance**

Each Party agrees that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the Other Party in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, except as provided for in Section 7.6, each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or the Confidentiality Agreement or to otherwise obtain specific performance of any such provisions, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

**11.9 Third Party Beneficiaries**

(a) The provisions of Section 7.9 are: (i) intended for the benefit of all present and former directors and officers of MEG, respectively, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives and Purchaser shall hold the rights and benefits of Section 7.9 in trust for and on behalf of such Persons and Purchaser hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of such Persons; and (ii) in addition to, and not in substitution for, any other rights that such Persons may have by Contract or otherwise.

(b) The provisions of Sections 2.7 and 2.8 are: (i) intended for the benefit of all MEG directors and officers, other MEG Employees and Former Employees, as applicable and their respective heirs, executors, administrators and other legal representatives and MEG shall hold the rights and benefits of Sections 2.7 and 2.8 in trust for and on behalf of such Persons and MEG hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of such Persons; and (ii) in addition to, and not in substitution for, any other rights that such Persons may have by Contract or otherwise.

(c) The provisions of Section 3.4(c) are: (i) intended for the benefit of all holders of Purchaser Shares immediately after the consummation of the Arrangement and their successors and assigns and Purchaser shall hold the rights and benefits of Section 3.4(c) in trust for and on behalf of such Persons and Purchaser hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of such Persons; and (ii) in addition to, and not in substitution for, any other rights that such Persons may have by Contract or otherwise.

(d) Except as provided in this Section 11.9 and Section 11.10, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

**11.10 Liability of Financing Sources**

Notwithstanding anything in this Agreement to the contrary, each of the Parties to this Agreement on behalf of itself, its affiliates and their respective directors, officers, employees, controlling persons, agents or other representatives, hereby:

(a) agrees, without limiting Purchaser's rights and remedies against the Financing Sources under any Debt Financing Documents, that:

(i) no Financing Source will have any obligation or liability (whether in contract or in tort, in law or in equity or otherwise) to MEG, the MEG Subsidiary or any of their Affiliates relating to or arising out of this Agreement, the transaction contemplated by this Agreement, the Financings or any of the transactions contemplated thereby or the performance of any services thereunder;

(ii) none of MEG, the MEG Subsidiary or their affiliates shall (A) have any rights or claims (and hereby waives any rights or claims) against any of the Financing Source Parties in connection with this Agreement, the transaction contemplated by this Agreement or the Financings, whether at law or equity, in contract, in tort or otherwise or (B) commence (and, if commenced, agrees to dismiss or otherwise terminate, and not to assist or support) any demand, charge, claim, action, suit, notice of violation, investigation, arbitration, hearing or proceeding (whether at law or in equity, in contract, in tort or otherwise) against any Financing Source Party in connection with this Agreement, the transaction contemplated by this Agreement or the Financings; and

(iii) this Agreement may only be enforced against, and any claim, action or other proceeding that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as the Parties to this Agreement;

(b) agrees that the Financing Sources are express third-party beneficiaries of this Section 11.10 and shall be entitled to rely on and enforce this Section 11.10; and

(c) agrees that no amendment or waiver of this Section 11.10 (or the definitions used herein) shall be effective to the extent such amendment or waiver is adverse to the Financing Sources without the prior written consent of the Financing Sources.

**11.11 Counterparts**

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

***[The Remainder of this Page is Intentionally Left Blank; Signature Page Follows]***

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

**CENOVUS ENERGY INC.**

By: (Signed) *Jon McKenzie*
Name: Jon McKenzie
Title: President & Chief Executive Officer

By: (Signed) *Jeff Lawson*
Name: Jeff Lawson
Title: Executive Vice-President, Corporate Development & Chief Sustainability Officer

**MEG ENERGY CORP.**

By: (Signed) *Darlene Gates*
Name: Darlene Gates
Title: President & Chief Executive Officer

**SCHEDULE "A"**

**PLAN OF ARRANGEMENT**

[See attached]

**PLAN OF ARRANGEMENT UNDER SECTION 193**
**OF THE**

***BUSINESS CORPORATIONS ACT* (ALBERTA)**

## ARTICLE 1
## INTERPRETATION

### 1.1 Definitions

Whenever used in this Plan of Arrangement, unless there is something in the context or subject matter inconsistent therewith, the following defined words and terms have the indicated meanings and grammatical variations of such words and terms have corresponding meanings:

"**ABCA**" means the *Business Corporations Act*, RSA 2000, c B-9;

"**Aggregate Cash Elected**" means the aggregate amount of cash that would be payable to holders of MEG Shares based on (i) the elections to receive the Cash Consideration made pursuant to Section 3.1(c)(i); and (ii) the elections or deemed elections to received the Combined Consideration made pursuant to Sections 3.1(c)(iii) and 3.1(e)(ii) before giving effect to the proration provision of subsection 3.1(d);

"**Aggregate Consideration**" means $6,931,801,453.75;

"**Aggregate Shares Elected**" means the aggregate number of Purchaser Shares that would be issuable to holders of MEG Shares based on (i) the elections to receive the Share Consideration made pursuant to Section 3.1(c)(ii); and (ii) the elections or deemed elections to receive the Combined Consideration made pursuant to Sections 3.1(c)(iii) and 3.1(e)(ii) before giving effect to the proration provision of subsection 3.1(d);

"**Agreement Date**" means the date of the execution of the Arrangement Agreement;

"**Applicable Canadian Securities Laws**" means, collectively, the Securities Act or similar statutes of each of the provinces and territories of Canada and the respective rules and regulations under such Laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the provinces and territories of Canada and all rules, by-laws and regulations governing the TSX;

"**Applicable Laws**" means, in any context that refers to one or more Persons or its or their respective businesses, activities, properties, assets, undertakings or securities, the Laws that apply to such Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and, for greater certainty, includes Applicable Canadian Securities Laws and Applicable U.S. Securities Laws;

"**Applicable U.S. Securities Laws**" means, collectively, federal and state securities legislation of the United States (including the U.S. Securities Act and the U.S. Exchange Act) prior to the Effective Date;

"**Arrangement**" means the arrangement pursuant to section 193 of the ABCA, on the terms set out in this Plan of Arrangement, as supplemented, modified or amended in accordance with this Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Arrangement Agreement**" means the arrangement agreement dated August 21, 2025 between Purchaser and MEG with respect to the Arrangement (including the Schedules thereto), as supplemented, modified or amended;

"**Articles of Arrangement**" means the articles of arrangement in respect of this Plan of Arrangement required under section 193(4.1) of the ABCA to be filed with the Registrar after the Final Order has been granted and all other conditions precedent to the Arrangement have been satisfied or waived, to give effect to the Arrangement;

"**Business Day**" means, with respect to any action to be taken, any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

"**Cash Consideration**" means the consideration in the form of cash to be paid on the election of a MEG Shareholder pursuant to Sections 3.1(c)(i) or 3.1(c)(iii);

"**Cash Electing Shareholder**" means a MEG Shareholder who has elected to receive Cash Consideration only pursuant to the Arrangement, and on such MEG Shareholder's Letter of Transmittal and Election Form;

"**Cash Maximum**" means $5,198,851,090.31, less an amount equal to 0.75 multiplied by the product of: (i) the number of MEG Shares, if any, in respect of which Dissent Rights are validly exercised and which exercise remains valid immediately prior to the Effective Time; and (ii) the Cash Offer Price;

"**Cash Offer Price**" means $27.25;

"**Certificate**" means the certificate or other proof of filing to be issued by the Registrar pursuant to section 193(11) of the ABCA in respect of the Articles of Arrangement;

"**Circular**" means the management information circular of MEG to be sent by MEG to the MEG Shareholders (and any other Persons required by the Interim Order) in connection with the MEG Meeting, together with any amendments thereto or supplements thereof;

"**Combination Electing Shareholder**" means a MEG Shareholder who has elected or is deemed to have elected to receive a combination of Cash Consideration and Share Consideration pursuant to the Arrangement;

"**Combined Consideration**" means the consideration in the form of Cash Consideration and Share Consideration to be received on the election or deemed election of a MEG Shareholder pursuant to the Arrangement;

"**Consideration**" means the consideration payable pursuant to this Plan of Arrangement to a Person who is a MEG Shareholder;

"**Court**" means the Court of King's Bench of Alberta;

"**Depositary**" means the Person appointed by the Parties in connection with the Arrangement for the purpose of receiving deposits of certificates formerly representing MEG Shares and paying the Consideration;

"**Dissent Rights**" means the rights of dissent granted in favour of registered MEG Shareholders in accordance with Article 4 of this Plan of Arrangement;

"**Dissenting Shareholder**" means any registered MEG Shareholder who has duly and validly exercised its Dissent Rights with respect to the MEG Transaction Resolution pursuant to Article 4 and the Interim Order, and has not withdrawn or has not been deemed to have withdrawn, such exercise of Dissent Rights prior to the Effective Time;

"**DRS Advice**" means a direct registration system (DRS) advice;

"**Effective Date**" means the date the Arrangement becomes effective in accordance with the ABCA;

"**Effective Time**" means the time on the Effective Date at which the Articles of Arrangement are filed in accordance with section 193(4.1) of the ABCA;

"**Election Deadline**" means 4:30 p.m. (Calgary time) on the second business day immediately prior to the date of the MEG Meeting or, if the MEG Meeting is adjourned, the adjourned meeting;

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, Contract or otherwise) capable of becoming any of the foregoing;

"**Exchange Ratio**" means 1.325;

"**Final Order**" means the order of the Court approving the Arrangement pursuant to section 193(4) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both MEG and Purchaser, each acting reasonably;

"**Governmental Authority**" means any: (i) domestic or foreign, multinational, national, federal, territorial, provincial, state, regional, municipal or local government or governmental, regulatory, legislative, executive or administrative authority, department, court, commission, board or tribunal, arbitral body, bureau, ministry, agency, regulator, legislature or instrumentality or official, including any political subdivision thereof; (ii) quasi-governmental or private body exercising regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iii) any stock exchange;

"**Interim Order**" means the interim order of the Court concerning the Arrangement under section 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the MEG Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both MEG and Purchaser, each acting reasonably;

"**Laws**" means all laws (including, for greater certainty, common law), statutes, regulations, by-laws, statutory rules, Orders, ordinances, protocols, codes, guidelines, notices and directions enacted, promulgated, enforced, issued or entered by a Governmental Authority (including all Applicable Canadian Securities Laws and all Applicable U.S. Securities Laws) and the terms and conditions of any grant of approval, permission, judgment, decision, ruling, award, authority or license of any Governmental Authority or self-regulatory authority;

"**Letter of Transmittal and Election Form**" means the letter of transmittal and election form to be used by registered MEG Shareholders to surrender their certificate(s) or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding MEG Shares to the Depositary and pursuant to which they are required to elect to receive Cash Consideration, Share Consideration or Combined Consideration in respect of their MEG Shares and provide instructions regarding the delivery of certificates or DRS Advices representing Purchaser Shares, if applicable;

"**MEG**" means MEG Energy Corp., a corporation existing under the ABCA;

"**MEG Meeting**" means the special meeting of MEG Shareholders to be called and held in accordance with the Arrangement Agreement and the Interim Order to permit the MEG Shareholders to consider the MEG Transaction Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

"**MEG Shareholders Rights Plan**" means the shareholder rights plan agreement dated as of August 6, 2010 with Computershare Trust Company of Canada, as amended and/or amended and restated from time to time;

"**MEG Shareholders**" means the holders of MEG Shares;

"**MEG Shares**" means the common shares of MEG;

"**MEG SRP Rights**" means the rights issued pursuant to the MEG Shareholder Rights Plan;

"**MEG Transaction Resolution**" means the special resolution in respect of the Arrangement to be considered and voted on by the MEG Shareholders at the MEG Meeting, substantially in the form included in Schedule "B" attached to the Arrangement Agreement, including any amendments or variations made thereto in accordance with the

Arrangement Agreement or at the direction of the Court in the Interim Order, provided any amendments made at the discretion of the Court in the Interim Order are acceptable to MEG and Purchaser, each acting reasonably;

"**Parties**" means MEG and Purchaser;

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Plan of Arrangement**" means this plan of arrangement, as supplemented, modified or amended from time to time in accordance with the terms of the Arrangement Agreement and the terms hereof or at the direction of the Court in the Final Order;

"**Purchaser**" means Cenovus Energy Inc., a corporation existing under the *Canada Business Corporations Act*;

"**Purchaser Share**" means a common share in the capital of Purchaser;

"**Registrar**" means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under section 263 of the ABCA;

"**Share Consideration**" means the consideration in the form of Purchaser Shares to be issued on the election or deemed election of a MEG Shareholder pursuant to subsections 3.1(c)(ii) or 3.1(c)(iii);

"**Share Electing Shareholder**" means a MEG Shareholder who has elected to receive the Share Consideration only pursuant to the Arrangement , and on such MEG Shareholder's Letter of Transmittal and Election Form;

"**Share Maximum**" means 84,262,724 Purchaser Shares less an amount resulting from multiplying 0.25 by the product of: (i) the number of MEG Shares, if any, in respect of which Dissent Rights are validly exercised and which exercise remains valid immediately prior to the Effective Time; and (ii) the Exchange Ratio, subject to Sections 3.3 and 3.4;

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp);

"**Total MEG Shares**" means the total number of issued and outstanding MEG Shares as at the Effective Time which, for greater certainty, shall include MEG Shares held by Dissenting Shareholders;

"**TSX**" means the Toronto Stock Exchange;

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended; and

"**Withholding Taxes**" has the meaning ascribed thereto under Section 5.4 this Plan of Arrangement.

### 1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles and sections is for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

**1.3 Number, etc.**

Words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders. Where the word "including" or "includes" is used in this Plan of Arrangement, it means "including (or includes) without limitation".

**1.4 Date for Any Action**

If any date on which any action is required to be taken hereunder is not a Business Day, such action shall be taken on the next succeeding day that is a Business Day.

**1.5 Currency**

Unless otherwise indicated, all sums of money referred to in this Plan of Arrangement are expressed in lawful money of Canada.

**1.6 References to Legislation**

References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

## ARTICLE 2
## THE ARRANGEMENT AGREEMENT

**2.1 Plan Pursuant to the Arrangement Agreement**

This Plan of Arrangement is made pursuant to the Arrangement Agreement. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.

**2.2 Binding Effect**

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, shall become effective at, and be binding as and from, the Effective Time, on: (a) MEG; (b) Purchaser; (c) all registered and beneficial holders of MEG Shares, including Dissenting Shareholders; (d) the Depositary; and (e) all other Persons, without any further act or formality required on the part of any Person except as expressly provided herein.

**2.3 Filing of the Articles of Arrangement**

The Articles of Arrangement shall be filed with the Registrar with the purpose and intent that none of the provisions of this Plan of Arrangement shall become effective unless all of the provisions of this Plan of Arrangement shall have become effective in the sequence provided herein. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the steps, events or transactions set out in Section 3.1 have become effective in the sequence and at the times set out therein.

## ARTICLE 3
## PLAN OF ARRANGEMENT

**3.1 Arrangement**

Commencing at the Effective Time, each of the steps, events or transactions set out in this Section 3.1 shall, except for steps, events or transactions deemed to occur concurrently with other steps, events or transactions as set out below, occur and shall be deemed to occur consecutively in two minute intervals in the following order (or in such other

manner, order or times as the parties to the Arrangement Agreement may agree in writing) without any further act or formality, except as otherwise provided herein:

***Cancellation of MEG Shareholder Rights Plan***

(a) the MEG Shareholder Rights Plan shall terminate and cease to have any further force or effect and the MEG SRP Rights shall be cancelled without any payment in respect thereof;

***Dissenting Shareholders***

(b) the MEG Shares held by Dissenting Shareholders shall be, and shall be deemed to be, transferred to, and acquired by, MEG (free and clear of any Encumbrances), and:

(i) such Dissenting Shareholders shall cease to be the holders of the MEG Shares so transferred and to have any rights as MEG Shareholders other than the right to be paid fair value for such MEG Shares as set out in Section 4.1;

(ii) such Dissenting Shareholders' names shall be removed from the register of holders of MEG Shares maintained by or on behalf of MEG as it relates to the MEG Shares so transferred; and

(iii) all such MEG Shares shall be cancelled;

***Acquisition of MEG Shares by Purchaser***

(c) subject to Section 3.1(f) each issued and outstanding MEG Share (other than those transferred to MEG pursuant to Section 3.1(b)) shall be, and shall be deemed to be, transferred to, and acquired by, Purchaser (free and clear of any Encumbrances) and each MEG Shareholder whose MEG Shares are so transferred to Purchaser shall be entitled to receive (and, for greater certainty, the Purchaser or the Depositary shall be entitled to withhold or deduct any amounts in accordance with Section 5.4):

(i) subject to Section 3.1(d), in the case of each Cash Electing Shareholder, an amount of cash, rounded to the nearest whole cent, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares held by such Cash Electing Shareholder and the denominator of which is the Total MEG Shares;

(ii) subject to Section 3.1(d), in the case of each Share Electing Shareholder, that number of Purchaser Shares, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares held by such Share Electing Shareholder and the denominator of which is the Total MEG Shares and then dividing such amount by the quotient obtained by dividing (x) Cash Offer Price by (y) Exchange Ratio; and

(iii) subject to Section 3.1(d), in the case of each Combination Electing Shareholder: (A) for each MEG Share for which each Combination Electing Shareholder is electing cash, an amount of cash, rounded to the nearest whole cent, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares for which the cash election is being made by such Combination Electing Shareholder and the denominator of which is the Total MEG Shares; and (B) for each remaining MEG Share held by each Combination Electing Shareholder, that number of Purchaser Shares, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of MEG Shares for which the share election is being made by such Combination Electing Shareholder and the denominator of which is the Total MEG Shares and then dividing such amount by the quotient obtained by dividing (x) Cash Offer Price by (y) Exchange Ratio;

(d) Purchaser shall not be required to pay an aggregate amount of Cash Consideration pursuant to Sections 3.1(c)(i) and 3.1(c)(iii)(A) in excess of the Cash Maximum and shall not be required to issue an aggregate number of Purchaser Shares pursuant to Sections 3.1(c)(ii) and 3.1(c)(iii)(B) in excess of the Share Maximum in exchange for the MEG Shares transferred to Purchaser pursuant to Section 3.1(c), and:

(i) if the Aggregate Cash Elected exceeds the Cash Maximum, the amount of Cash Consideration payable by Purchaser to each Cash Electing Shareholder or Combination Electing Shareholder shall be determined by multiplying (A) the fraction, rounded to the nearest eight decimal places, equal to the Cash Maximum divided by the Aggregate Cash Elected, by (B) the amount of cash that would otherwise be received by such Cash Electing Shareholder or Combination Electing Shareholder pursuant to Sections 3.1(c)(i) or 3.1(c)(iii), and each such Cash Electing Shareholder or Combination Electing Shareholder shall be deemed to be a Combination Electing Shareholder and to have elected to receive Combined Consideration under Section 3.1(c)(iii) in exchange for such holder's MEG Shares comprised of: Cash Consideration for such number of their MEG Shares, rounded down to the nearest whole cent, as is equal to the amount of cash received by such holder, as adjusted in accordance with this Section 3.1(d)(i), divided by the Cash Offer Price, and Share Consideration for the balance of such holder's MEG Shares; and

(ii) if the Aggregate Shares Elected exceeds the Share Maximum, the amount of Share Consideration issuable by Purchaser to each Share Electing Shareholder or Combination Electing Shareholder shall be determined by multiplying (A) the fraction, rounded to the nearest eight decimal places, equal to the Share Maximum divided by the Aggregate Shares Elected, by (B) the number of Purchaser Shares that would otherwise be received pursuant to Sections 3.1(c)(ii) or 3.1(c)(iii), and each such Share Electing Shareholder or Combination Electing Shareholder shall be deemed to be a Combination Electing Shareholder and to have elected to receive Combined Consideration under Section 3.1(c)(iii) in exchange for such holder’s MEG Shares comprised of: Share Consideration for such number of their MEG Shares, as is equal to the amount of Share Consideration issuable to such holder, as adjusted in accordance with this Section 3.1(d)(ii), divided by the Exchange Ratio, and Cash Consideration for the balance of such holder's MEG Shares;

(e) with respect to the election required to be made by a holder of MEG Shares pursuant to Section 3.1(c):

(i) each of such holders of MEG Shares shall be required to make such election by depositing with the Depositary, prior to the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such holder's election, together with certificates representing such holder's MEG Shares; and

(ii) subject to Section 3.1(d), any MEG Shareholder who does not deposit a duly completed Letter of Transmittal and Election Form with the Depositary prior to the Election Deadline, or otherwise fails to comply with the requirements of Section 3.1(e)(i) or the Letter of Transmittal and Election Form to make an election to exchange MEG Shares as contemplated by Section 3.1(c), shall be deemed to have elected to receive Combined Consideration under Section 3.1(c)(iii) in exchange for such holder's MEG Shares comprised of: (i) Cash Consideration with respect to 75.0 percent of such holder's MEG Shares, rounded down to the nearest whole MEG Share; and (ii) Share Consideration with respect to the remaining 25.0 percent of such holder's MEG Shares, rounded up to the nearest whole MEG Share;

(f) notwithstanding Section 3.1(c), Section 3.1(d) and Section 3.1(e), if a MEG Shareholder:

(i) receives a combination of Cash Consideration and Share Consideration; and

(ii) makes a valid joint election with the Purchaser in accordance with Section 3.6 to have the transfer of MEG Shares to the Purchaser under this Plan of Arrangement take place pursuant to the provisions of subsection 85(1) or (2) of the Tax Act (and the analogous provisions of any provincial tax Laws), then such MEG Shareholder shall be deemed to have transferred all of such MEG Shareholder's MEG Shares to the Purchaser as a single transaction for consideration consisting of

the combination of Cash Consideration and Share Consideration received under this Plan of Arrangement; and

(g) the Parties shall, forthwith following the Effective Time, make the appropriate entries into their securities registers to reflect the matters referred to under this Section 3.1.

## 3.2 Securities Register

With respect to each MEG Shareholder (other than Dissenting Shareholders), at the Effective Time:

(a) such MEG Shareholder shall cease to be the holder of the MEG Shares so transferred and to have any rights as a MEG Shareholder other than the right to receive the Consideration issuable to such holder on the basis set forth in Section 3.1(c);

(b) such MEG Shareholder's name shall be removed from the register of holders of MEG Shares maintained by or on behalf of MEG as it relates to the MEG Shares so transferred; and

(c) Purchaser shall be deemed to be the transferee (free and clear of all Encumbrances) of the MEG Shares so transferred and shall, in respect of such MEG Shares, be added to the register of holders of MEG Shares maintained by or on behalf of MEG.

### 3.3 No Fractional Securities

No fractional Purchaser Shares shall be issued under the Arrangement. In the event that a former MEG Shareholder would otherwise be entitled to a fractional Purchaser Share hereunder, the number of Purchaser Shares issuable to such MEG Shareholder will be rounded up to the next whole number of Purchaser Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of Purchaser Shares if the fractional entitlement is less than 0.5. In calculating fractional interests, all MEG Shares registered in the name of or beneficially held by such MEG Shareholder or its nominee(s), shall be aggregated.

### 3.4 Adjustment to Consideration

The Share Maximum and Exchange Ratio will be adjusted to reflect fully the effect of any stock split, reverse split, consolidation, reorganization or recapitalization with respect to Purchaser Shares effected in accordance with the terms of the Arrangement Agreement occurring after the date of the Arrangement Agreement and prior to the Effective Time.

### 3.5 U.S. Securities Act Exemption

Notwithstanding any provision herein to the contrary, MEG and Purchaser agree that this Plan of Arrangement will be carried out with the intention that all the Persons to whom the Purchaser Shares are issued on completion of this Plan of Arrangement will be issued by Purchaser in reliance on the exemption from the registration requirements of the U.S. Securities Act, as provided by section 3(a)(10) thereof and pursuant to exemptions from registration under any Applicable U.S. Securities Laws.

### 3.6 Income Tax Election

A MEG Shareholder who: (i) receives Share Consideration or a combination of Cash Consideration and Share Consideration; (ii) is a resident of Canada for purposes of the Tax Act or is a partnership; and (iii) is not exempt from tax under the Tax Act, shall be entitled to make an income tax election pursuant to subsection 85(1) of the Tax Act, or subsection 85(2) of the Tax Act (as applicable) (and in each case, where applicable, the analogous provisions of provincial income tax law) by providing two signed copies of the necessary prescribed election form(s) to the Depositary within 120 days following the Effective Date, duly completed with the details of the number of MEG Shares transferred and the applicable agreed amounts for the purposes of such elections. Thereafter, subject to the election forms being correct and complete and complying with the provisions of the Tax Act (and applicable provincial

income tax law), the forms will be signed by the Purchaser and returned to such Electing Shareholder within 60 days after the receipt thereof by the Depositary for filing with the Canada Revenue Agency (or the applicable provincial taxing authority) by such MEG Shareholder. The Purchaser will not be responsible for the proper completion of any election form and, except for the Purchaser's obligation to return (within 60 days after the receipt thereof by the Depositary) duly completed election forms which are received by the Depositary within 120 days of the Effective Date, the Purchaser will not be responsible for any taxes, interest or penalties resulting from the failure by an MEG Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial legislation). In its sole discretion, the Purchaser may choose to sign and return an election form received by the Depositary more than 120 days following the Effective Date, but the Purchaser will have no obligation to do so.

## ARTICLE 4
## RIGHTS OF DISSENT

### 4.1 Rights of Dissent

Registered MEG Shareholders may exercise Dissent Rights with respect to the MEG Shares held by such holders in connection with the Arrangement pursuant to and in the manner set forth in section 191 of the ABCA, as modified by the Interim Order and this Section 4.1; provided that notwithstanding section 191(5) of the ABCA, the written notice setting forth a registered MEG Shareholder's objection to the MEG Transaction Resolution must be received in accordance with the Interim Order by no later than 5:00 p.m. (Calgary time) on the Business Day which is five Business Days immediately preceding the date of the MEG Meeting. Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the MEG Shares held by them and in respect of which Dissent Rights have been validly exercised to MEG (free and clear of all Encumbrances) without any further act or formality at the effective time of Section 3.1(b) notwithstanding the provisions of section 191 of the ABCA, and if they:

(a) ultimately are entitled to be paid fair value for such MEG Shares they: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(b)); (ii) shall be paid by MEG the fair value of such MEG Shares which fair value shall be determined as of the close of business, in respect of the MEG Shares, on the last Business Day before the MEG Transaction Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such MEG Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such MEG Shares they shall be deemed to have participated in the Arrangement, commencing at the Effective Time, on the same basis as a non-dissenting holder of MEG Shares notwithstanding the provisions of section 191 of the ABCA, and such holder shall receive Combined Consideration for such holder's MEG Shares on the basis set forth in Section 3.1(e)(ii).

### 4.2 Recognition of Dissenting Shareholders

(a) In no circumstances shall MEG, Purchaser or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those MEG Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall MEG, Purchaser or any other Person be required to recognize Dissenting Shareholders as holders of MEG Shares in respect of which Dissent Rights have been validly exercised after the effective time of Section 3.1(b).

### 4.3 Other Dissent Provisions

(a) In addition to any other restrictions in section 191 of the ABCA, MEG Shareholders who have voted in favour of the MEG Transaction Resolution shall not be entitled to exercise Dissent Rights.

(b) A Person may only exercise Dissent Rights in respect of all, and not less than all, of such Person's MEG Shares.

## ARTICLE 5
## CERTIFICATES AND DELIVERY OF CONSIDERATION

### 5.1 Delivery of Consideration

(a) Purchaser shall, on the Effective Date, prior to sending Articles of Arrangement to the Registrar, deposit, or cause to be deposited, in escrow with the Depositary pending completion of the Arrangement, (i) a cash amount equal to the Cash Maximum, and (ii) certificates representing, or other evidence regarding the issuance of, the Purchaser Shares that MEG Shareholders are entitled to receive under the Arrangement pursuant to Section 3.1(c) and, which cash and Purchaser Shares (in the form of certificates or other evidence thereof), shall be held, as of the effective time of Section 3.1(c), by the Depositary as agent and nominee for the MEG Shareholders in accordance with the provisions of this Article 5.

(b) Forthwith following the effective time of Section 3.1(c), subject to Section 5.1(c), Purchaser shall cause to be issued to each MEG Shareholder the Consideration payable in respect of the MEG Shares required by Section 3.1(c).

(c) The Depositary shall deliver the Consideration to which former MEG Shareholders are entitled in respect of those MEG Shares that were transferred or deemed to be transferred pursuant to Section 3.1(c) which are held on a book-entry basis, less any amounts withheld pursuant to Section 5.4, in accordance with normal industry practice for payments relating to securities held on a book-entry only basis. With respect to those MEG Shares not held on a book-entry basis, upon surrender to the Depositary for cancellation of certificate(s) or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding MEG Shares that were transferred or deemed to be transferred pursuant to Section 3.1(c), together with a duly completed and executed Letter of Transmittal, Election Forms and such additional documents and instruments as the Depositary may reasonably require, each former holder of MEG Shares represented by such surrendered certificate(s) or DRS Advice(s) shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder as directed in the Letter of Transmittal and Election Form, the Consideration which such former holder has the right to receive under this Plan of Arrangement for such MEG Shares less any amounts withheld pursuant to Section 5.4, and any certificate(s) so surrendered shall forthwith be cancelled.

(d) Until surrendered as contemplated by Section 5.1(c) (which, for the purposes of this Section 5.1(d) shall be deemed to apply to Dissenting Shareholders) each certificate DRS Advice that immediately prior to the Effective Time represented MEG Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Consideration to which such former holders of such MEG Shares are entitled under the Arrangement, less any amounts withheld pursuant to Section 5.4, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to Section 4.1(b), to receive the fair value of the MEG Shares represented by such certificate.

(e) Subject to any Applicable Laws relating to unclaimed personal property, any certificate formerly representing MEG Shares that is not deposited, together with all other documents required hereunder, on or before the last Business Day before the third anniversary of the Effective Date, and any right or claim by or interest of any kind or nature, including the right of a former MEG Shareholder to receive certificates or a DRS Advice representing Purchaser Shares to which such holder is entitled pursuant to the Arrangement, shall terminate and be deemed to be surrendered and forfeited to Purchaser for no Consideration, together with all entitlements to dividends, distributions and interest thereon. In such case, such Consideration shall be returned to Purchaser for cancellation.

(f) No MEG Shareholder shall be entitled to receive any consideration with respect to the MEG Shares other than the Consideration to which the holder is entitled to receive under the Arrangement and, for greater

certainty, no such holder will be entitled to receive any interest, dividend, premium or other payment in connection therewith.

**5.2 Lost Certificates**

If any certificate which immediately prior to the Effective Time represented an interest in one or more outstanding MEG Share that was transferred pursuant to Section 3.1 has been lost, stolen or destroyed, upon satisfying such reasonable requirements as may be imposed by Purchaser and the Depositary in relation to the issuance of replacement share certificates, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the Consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement, deliverable in accordance with such holder's Letter of Transmittal and Election Form. The Person who is entitled to receive such Consideration shall, as a condition precedent to the receipt thereof, give a bond satisfactory to each of Purchaser, MEG and their respective transfer agents in such form as is satisfactory to Purchaser, MEG and their respective transfer agents, or shall otherwise indemnify Purchaser, MEG and their respective transfer agents, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

**5.3 Distributions with Respect to Unsurrendered Certificates**

No dividend or other distribution declared or made after the Effective Time with respect to Purchaser Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered MEG Share certificate which, immediately prior to the Effective Time, represented outstanding MEG Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2. Subject to Applicable Law and to Section 5.4, at the time of such compliance, a MEG Shareholder entitled to receive Purchaser Shares shall receive, in addition to the delivery of a certificate representing the Purchaser Shares a cheque for the amount of the dividend or other distribution with a record date after the Effective Time, without interest, theretofore paid with respect to such Purchaser Shares.

**5.4 Withholdings**

MEG, Purchaser and the Depositary shall be entitled to deduct or withhold from any amounts payable (including from any Purchaser Shares issuable) to any Person pursuant to the Arrangement, such amounts (whether in cash or Purchaser Shares) as MEG, Purchaser or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment, issuance or transfer, as the case may be, under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax Law ("**Withholding Taxes**"). To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to such Person in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts (or net proceeds therefrom) are timely remitted to the appropriate Governmental Authority. Any of MEG, Purchaser or the Depositary is hereby authorized to sell or otherwise dispose of any Purchaser Shares issuable pursuant to the Arrangement as is necessary to provide sufficient funds to MEG, Purchaser or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and none of MEG, Purchaser or the Depositary shall be liable to any Person for any deficiency in respect of any proceeds received, and MEG, Purchaser or the Depositary, as applicable, shall notify the holder thereof and remit to the holder thereof any unapplied balance of the net proceeds of such sale.

**5.5 No Encumbrances**

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances or other claims of third parties of any kind.

**5.6 Paramountcy**

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all rights related to MEG Shares issued or outstanding prior to the Effective Time;

(b) the rights and obligations of MEG, Purchaser, the Depositary, the MEG Shareholders (including Dissenting Shareholders) and any trustee, transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to any MEG Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

**5.7 Illegality of Delivery of Purchaser Shares**

Notwithstanding the foregoing, if it appears to Purchaser that it would be contrary to Applicable Law to issue Purchaser Shares pursuant to the Arrangement to a MEG Shareholder that is not a resident of Canada, the Purchaser Shares that otherwise would be issued to that Person will be issued to the Depositary for sale by the Depositary or a nominee of the Depositary acceptable to MEG and Purchaser, each acting reasonably, on behalf of that Person. The Purchaser Shares so issued to the Depositary will be pooled and sold as soon as practicable after the Effective Date, on such dates and at such prices as the Depositary determines in its sole discretion. The Depositary or its nominee shall not be obligated to seek or obtain a minimum price for any of the Purchaser Shares sold by it. Each such Person will receive a pro rata share of the cash proceeds from the sale of the Purchaser Shares sold by the Depositary (less commissions, other reasonable expenses incurred in connection with the sale of the Purchaser Shares and any amount deducted or withheld in respect of Withholding Taxes) in lieu of the Purchaser Shares themselves. None of MEG, Purchaser or the Depositary will be liable for any loss arising out of any such sales.

## ARTICLE 6
## AMENDMENTS

**6.1 Amendment of this Plan of Arrangement**

(a) MEG and Purchaser may amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) approved by both MEG and Purchaser, each acting reasonably; (iii) filed with the Court and, if made following the MEG Meeting, approved by the Court; and (iv) communicated to the MEG Shareholders, if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by MEG or Purchaser at any time prior to or at the MEG Meeting (provided that MEG or Purchaser, as applicable, shall have consented thereto in writing, acting reasonably) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the MEG Meeting (other than as may be required by the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the MEG Meeting shall be effective only: (i) if it is consented to in writing by each of MEG and Purchaser (in each case, acting reasonably); and (ii) if required by the Court, if it is consented to by some or all of the MEG Shareholders voting in the manner directed by the Court.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Purchaser, provided that it concerns a matter which, in the reasonable opinion of Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of MEG Shares.

**SCHEDULE "B"**

**FORM OF MEG TRANSACTION RESOLUTION**

**BE IT RESOLVED THAT:**

(a) The arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act* (Alberta), involving, among others, MEG Energy Corp. ("**MEG**"), Cenovus Energy Inc. ("**Purchaser**") and the holders ("**MEG Shareholders**") of common shares of MEG, all as more particularly described and set forth in the management information circular of MEG dated on or about September 8, 2025 accompanying the notice of this meeting (as the Arrangement may be modified or amended in accordance with the terms of the Arrangement Agreement), and all transactions contemplated thereby, be and is hereby authorized, approved and adopted;

(b) The plan of arrangement (the "**Plan of Arrangement**") involving among others, MEG, Purchaser and MEG Shareholders, implementing the Arrangement, the full text of which is set out in Schedule "A" to the Arrangement Agreement (as hereinafter defined) (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby approved and adopted;

(c) The arrangement agreement (the "**Arrangement Agreement**") between MEG and Purchaser dated as of August 21, 2025, as modified, amended or amended and restated with its terms, and all the transactions contemplated therein, the actions of the directors of MEG in approving the Arrangement Agreement, and the actions of the directors and officers of MEG in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements to any of the foregoing, and any transactions contemplated by any of the foregoing, are hereby confirmed, authorized, ratified and approved;

(d) Any one director or officer of MEG be and is hereby authorized and directed for and on behalf of MEG to execute, under the corporate seal of MEG or otherwise, and to deliver to the Registrar under the *Business Corporations Act* (Alberta) for filing, articles of arrangement and such other documents as are necessary or advisable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement;

(e) Notwithstanding that this resolution has been duly passed (and the Plan of Arrangement adopted) by the MEG Shareholders or that the Arrangement has been approved by the Court of King's Bench of Alberta, the directors of MEG are hereby authorized and empowered, without further notice to, or approval of, the MEG Shareholders:

  (i) to amend the Arrangement Agreement or the Plan of Arrangement (or any documents or agreements delivered in connection therewith) to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, as applicable; or

  (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Plan of Arrangement and revoke this resolution at any time prior to the Effective Time (as defined in the Plan of Arrangement);

(f) Any one or more directors or officers of MEG is hereby authorized, for and on behalf and in the name of MEG, to execute (or cause to be executed) and deliver (or cause to be delivered), whether under corporate seal of MEG or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving full effect to this resolution and the matters authorized hereby, the Arrangement Agreement, the Arrangement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

(i) all actions required to be taken by or on behalf of MEG, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

(ii) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by MEG;

such opinion to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

**SCHEDULE "C"**

**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

[See attached]

## REPRESENTATIONS AND WARRANTIES OF PURCHASER

(a) Organization and Qualification. Purchaser and the Purchaser Subsidiaries are corporations, partnerships or limited liability companies validly existing and in good standing under the Applicable Laws of their respective jurisdiction of incorporation or formation in all respects and have the requisite power and authority to own their respective properties as now owned and to carry on their respective business as it is now being conducted. Purchaser and the Purchaser Subsidiaries are duly registered to do business and each is in good standing in each jurisdiction in which the character of their respective properties, owned or leased, or the nature of their activities makes such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on Purchaser.

(b) Authority Relative to this Agreement. Purchaser has the requisite corporate authority to enter into this Agreement and the MEG Support Agreements and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the MEG Support Agreements, and the consummation by Purchaser of the transactions contemplated hereunder and thereunder, have been duly authorized by the Purchaser Board and no other corporate proceedings on the part of Purchaser are necessary to authorize this Agreement, the MEG Support Agreements or the Arrangement. This Agreement and the MEG Support Agreements have been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser enforceable against it in accordance with the terms hereof and thereof, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) Material Subsidiaries; Joint Ventures. The only Material Subsidiaries of Purchaser are FCCL Partnership, Sunrise Oil Sands Partnership, Husky Marketing and Supply Company, Husky Energy Marketing Partnership, Cenovus Energy Marketing Services Ltd., Husky Canadian Petroleum Marketing Partnership, Husky Oil Limited Partnership, Lima Refining Company, Ohio Refining Company LLC and WRB Refining LP. The Purchaser Subsidiaries are not currently prohibited, directly or indirectly, from paying any dividends to Purchaser, from making any other distribution on its capital stock, from repaying to Purchaser any loans or advances to it from Purchaser. Other than in connection with the foregoing entities identified as Material Subsidiaries, neither Purchaser nor any Purchaser Subsidiary is a partner or participant in any material partnership, joint venture, profit-sharing arrangement or other material arrangement of any kind, other than any customary joint operating agreements or unit agreements affecting the oil and gas properties of Purchaser or a Purchaser Subsidiary and is not party to any agreement under which it agrees to carry on any material part of its business or any other activity in such manner or by which it agrees to share any material revenue or profit with any other Person.

(d) Ownership of Purchaser Subsidiaries. Purchaser is, except as pursuant to restrictions on transfer contained in constating documents, rights of first refusal and similar rights restricting transfer contained in shareholders, partnership or joint venture agreements for or pursuant to existing financing arrangements involving subsidiaries which are not wholly-owned, the beneficial direct or indirect owner of all of the outstanding shares and other ownership interests of each Purchaser Subsidiary with good title thereto free and clear of any and all Encumbrances, other than those granted to its bank lenders. There are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any such shares of capital stock or other ownership interests in any Purchaser Subsidiary. All of the outstanding shares of capital stock in each Purchaser Subsidiary are validly issued, fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.

(e) No Violation; Absence of Defaults and Conflicts.

(i) Neither Purchaser nor any Purchaser Subsidiary (A) is in violation of its constating documents or by-laws or (B) is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which Purchaser or a Purchaser Subsidiary is a party or to which any of them, or their respective properties or assets, may be subject

or by which Purchaser or a Purchaser Subsidiary is bound, except for such defaults which would not result in a Material Adverse Effect on Purchaser.

(ii) Neither the execution and delivery of this Agreement, nor the MEG Support Agreements, by Purchaser nor the consummation of the Arrangement contemplated by this Agreement nor compliance by Purchaser with any of the provisions hereof or thereof will: (A) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of Purchaser or a Purchaser Subsidiary or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) their respective constating documents or by-laws; or (2) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which Purchaser or a Purchaser Subsidiary is a party or to which any of them, or any of their respective properties or assets, may be subject or by which Purchaser or a Purchaser Subsidiary is bound; or (B) subject to obtaining the Key Regulatory Approvals and the requisite approvals of the MEG Shareholders, the Court and the Stock Exchanges, as applicable, and subject to compliance with Applicable Canadian Securities Laws and Applicable U.S. Securities Laws, violate any Applicable Laws; or (C) cause the suspension or revocation of any authorization, consent, approval or license currently in effect (except, in the case of each of clauses (A), (B) and (C) above, for such violations, conflicts, breaches, defaults, terminations, accelerations, creations of Encumbrances, suspensions or revocations which, or any consents, approvals or notices which if not given or received, would not, individually or in the aggregate, have any Material Adverse Effect on Purchaser).

(iii) Other than in connection with or in compliance with the provisions of Applicable Laws in relation to the completion of the Arrangement or which are required to be fulfilled after the completion of the Arrangement, and except for filings and registrations associated with, and the receipt of, the Key Regulatory Approvals and the requisite approvals of the MEG Shareholders, the Court, the Stock Exchanges and any filings required to comply with Applicable U.S. Securities Laws, as applicable: (A) there is no legal impediment to Purchaser's consummation of the Arrangement; and (B) no filing or registration with, or authorization, consent or approval of, any Governmental Authority is required of Purchaser in connection with the consummation of the Arrangement, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals which, if not received, would not have a Material Adverse Effect on Purchaser or significantly impede the ability of Purchaser to consummate the Arrangement.

(f) Purchaser Shares. Purchaser has reserved and allotted or will reserve and allot prior to Effective Time a sufficient number of Purchaser Shares as may be issuable pursuant to the Arrangement, and prior to issuing Purchaser Shares from treasury in settlement of any MEG Incentives assumed by Purchaser pursuant to Section 2.8, Purchaser will reserve and allot such number of Purchaser Shares as may be issuable pursuant to such treasury settlement, and all such Purchaser Shares when issued, will be duly authorized, validly issued and fully paid and non-assessable.

(g) Funds Available. Purchaser has, and will until the Effective Time have, sufficient funds available or available under its credit facilities to pay the cash portion of the Consideration, the MEG Termination Amount and the MEG Expense Reimbursement Amount pursuant to Sections 2.6, 7.4 and 7.5, respectively.

(h) Litigation. There are no actions, suits, proceedings or investigations by Governmental Authorities or other Persons pending or, to the knowledge of Purchaser, threatened, affecting or that would reasonably be expected to affect Purchaser or a Purchaser Subsidiary or any of their respective properties or assets at law or equity or before or by any court or Governmental Authority which action, suit, proceeding or investigation involves a reasonable possibility of any judgment against or liability of Purchaser or a Purchaser Subsidiary which, if successful, would have a Material Adverse Effect on Purchaser or would significantly impede the ability of Purchaser to consummate the Arrangement. Neither Purchaser nor a Purchaser Subsidiary is subject

to any outstanding Order, writ, injunction or decree that has had or would have a Material Adverse Effect on Purchaser or would significantly impede the ability of Purchaser to consummate the Arrangement.

(i) Returns Filed and Taxes Paid. All material Returns required to be filed by or on behalf of Purchaser and each Purchaser Subsidiary have been duly filed on a timely basis and such Returns are true, complete and correct in all material respects. All material Taxes due or payable by Purchaser and each Purchaser Subsidiary, whether or not shown to be payable on such Returns, have been paid in full on a timely basis, other than any such Taxes being contested in good faith and for which adequate reserves in accordance with IFRS have been established.

(j) Tax Reserves. Purchaser has provided adequate accruals in the Purchaser Financial Statements for material impacts to deferred Taxes payable and current Taxes payable by, or required to be withheld and remitted by, Purchaser and each Purchaser Subsidiary, which Taxes are not yet payable to the applicable Governmental Authority, in each case in conformity with IFRS.

(k) Tax Deficiencies; Audits. No deficiencies exist or have been asserted with respect to Taxes of Purchaser and each Purchaser Subsidiary that would have a Material Adverse Effect on Purchaser. Neither Purchaser nor a Purchaser Subsidiary is a party to any action or proceeding for assessment or collection of Taxes that would have a Material Adverse Effect on Purchaser, nor, to the knowledge of Purchaser, has such an event been asserted or threatened against Purchaser or a Purchaser Subsidiary or any of their respective assets that would have a Material Adverse Effect on Purchaser.

(l) Withholding Taxes. Purchaser and each Purchaser Subsidiary have paid or have withheld and remitted to the appropriate Governmental Authority all Taxes required to be paid, withheld and remitted by them, including in connection with amounts paid or owing to employees, non-residents of Canada, independent contractors, creditors, shareholders or other third parties, except where the failure to pay or withhold and remit would not have a Material Adverse Effect on Purchaser.

(m) Foreign Returns. Except as disclosed in writing by Purchaser to MEG, neither Purchaser nor any Purchaser Subsidiary has filed, or has been required or is currently required to file, any Returns with any Governmental Authority outside of their respective jurisdictions of incorporation or formation, and no claims have ever been made by a Governmental Authority that Purchaser or a Purchaser Subsidiary is or may be subject to Tax in a jurisdiction where it does not file Returns.

(n) GST and Similar Taxes. The books and records of Purchaser fairly and correctly set out and disclose, in all material respects, all liabilities and unclaimed input tax credits under Part IX of the *Excise Tax Act* (Canada) for purposes of the goods and services or harmonized sales tax or any similar legislation, and fairly and correctly set out and disclose in all material respects all liabilities and remittances in respect of any provincial sales tax, fuel tax, value-added tax, or any similar Tax. All financial transactions of Purchaser have been accurately and completely recorded, in all material respects in the books and records of Purchaser.

(o) Residence. Purchaser is a "Canadian corporation" as defined in the Tax Act.

(p) Listed Transactions. Neither Purchaser nor any Purchaser Subsidiary has participated in any listed transaction within the meaning of U.S. Treasury Regulations Section 1.6011-4(b)(2) (or any similar provision of state or local Tax Law).

(q) Tax Sharing Agreements. Except as disclosed in writing by Purchaser to MEG, neither Purchaser nor any Purchaser Subsidiary is a party to any agreement relating to the sharing, allocation or indemnification of Taxes, or any similar agreement, Contract or arrangement (other than any such agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes), or has any material liability for Taxes of any Person (other than members of an affiliated, consolidated, combined or unitary group of which Purchaser or a Purchaser Subsidiary is the common parent and the only members of which are Purchaser or Purchaser Subsidiaries), as a transferee or successor, by Contract or otherwise by operation of Law.

(r) Distributing or Controlled Corporation. Neither Purchaser nor any Purchaser Subsidiary has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Internal Revenue Code) in a distribution of shares qualifying or intending to qualify for tax-free treatment under Section 355 of the Internal Revenue Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Internal Revenue Code) in conjunction with this acquisition.

(s) Reporting Issuer Status. Purchaser is a reporting issuer in all provinces and territories of Canada and is in material compliance with all Applicable Canadian Securities Laws therein. The Purchaser Shares are listed and posted for trading on each of the Stock Exchanges and Purchaser is in material compliance with the applicable rules of each respective Stock Exchange.

(t) U.S. Securities Law Matters.

(i) Purchaser is a "foreign private issuer" within the meaning of Rule 3b-4(c) under the U.S. Exchange Act.

(ii) Purchaser is not registered or required to be registered as an "investment company" under *the United States Investment Company Act of 1940*.

(iii) Purchaser is not, and on the Effective Date will not be, a "shell company" (as defined in Rule 405 under the U.S. Securities Act).

(u) Capitalization. As of the Agreement Date, the authorized capital of Purchaser consists of an unlimited number of Purchaser Shares and Purchaser Preferred Shares not exceeding, in aggregate, 20% of the number of issued and outstanding Purchaser Shares. As of the Agreement Date, except as disclosed in writing by Purchaser to MEG, 1,792,772,134 Purchaser Shares, 10,739,654 series 1 Purchaser First Preferred Shares and 1,260,346 series 2 Purchaser First Preferred Shares are issued and outstanding and other than 11,581,353 Purchaser Options, 7,564,453 Purchaser PSUs, 10,088,401 Purchaser RSUs and 3,206,395 Purchaser Warrants, there are no options, warrants or other rights, plans, agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by Purchaser of any securities of Purchaser (including Purchaser Shares and Purchaser Preferred Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of Purchaser (including Purchaser Shares and Purchaser Preferred Shares). All issued and outstanding Purchaser Shares are duly authorized, validly issued, fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights and all Purchaser Shares issuable upon the exercise, settlement or redemption, as applicable, of Purchaser Incentives and the Purchaser Warrants in accordance with the terms of such securities will be duly authorized, validly issued, fully paid and non-assessable and will not be subject to any pre-emptive rights. Other than the Purchaser Shares, there are no securities of Purchaser outstanding which have the legal or contractual right to vote generally with Purchaser Shareholders on any matter.

(v) Shareholder and Similar Agreements. Other than as disclosed in writing by Purchaser to MEG, Purchaser and each of the Purchaser Subsidiaries are not party to any shareholder, pooling, voting trust or other similar agreement or arrangement relating to the issued and outstanding Purchaser Shares or other equity or voting securities in the capital of Purchaser or any of the Purchaser Subsidiaries.

(w) No Orders. No Order having the effect of suspending the sale of, or ceasing the trading of, the Purchaser Shares or any other securities of Purchaser has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted, are pending or, to the knowledge of Purchaser, are contemplated or threatened under any Applicable Laws or by any Governmental Authority.

(x) Material Agreements.

(i) Other than this Agreement, Purchaser has not entered into any material agreements which are required to be filed by Purchaser under National Instrument 51-102 – *Continuous Disclosure Obligations*, except for those agreements which have been so filed by Purchaser.

(ii) Neither Purchaser nor any Purchaser Subsidiary is in breach of, or default under the terms of, and, to the knowledge of Purchaser, no other party to any Purchaser Material Contract is in breach of, or default under the terms of, any Purchaser Material Contract, nor is any event of default (or similar term) continuing under any Purchaser Material Contract, and, to the knowledge of Purchaser, there does not exist any event, condition or omission that would constitute such a default, breach or event of default (or similar term) (whether by lapse of time or notice or both) under any Purchaser Material Contract, in each case where such breach, default or event of default (or similar term) would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of Purchaser.

(y) Filings. Purchaser and each Purchaser Subsidiary have filed or furnished all material documents, reports, forms, statements, exhibits and schedules (such documents, reports, forms, statements, exhibits and schedules, the "**Purchaser Documents**") required to be filed or furnished by it with all applicable Governmental Authorities and, except to the extent corrected by subsequent reports filed or furnished prior to the date hereof, all such documents were, as of their respective dates, in compliance in all material respects with all Applicable Laws and at the time filed or furnished did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date hereof: (i) neither Purchaser nor any its officers has received notice from any Governmental Authority challenging or questioning the accuracy, completeness, form or manner of filing of such Purchaser Documents; (ii) there are no outstanding or unresolved comments received by the Purchaser from Governmental Authorities, including the SEC, with respect to any of the Purchaser Documents; and (iii) none of the Purchaser Documents is the subject of an ongoing review by the SEC or other Governmental Authority.

(z) Books and Records. The corporate records and minute books of Purchaser and each Purchaser Subsidiary have been maintained substantially in accordance with all Applicable Laws and are complete and accurate in all material respects.

(aa) Financial Statements. The Purchaser Financial Statements, and any interim or annual financial statements filed by or on behalf of Purchaser on and after the Agreement Date with any securities regulatory authorities, in compliance, or intended compliance, with any Applicable Canadian Securities Laws and Applicable U.S. Securities Laws, were, or when so filed, will have been, prepared in accordance with IFRS (consistently applied), and present, or when so filed will present fairly, in all material respects, in accordance with IFRS the consolidated financial position, results of operations and changes in financial position of Purchaser on a consolidated basis as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments). There has been no material change in Purchaser's accounting policies, except as described in the notes to the Purchaser Financial Statements, since January 1, 2025. A true and complete copy of the Purchaser Financial Statements have been filed or furnished by or on behalf of Purchaser, prior to or concurrent with the execution and delivery of this Agreement, with the applicable Canadian securities regulatory authorities, in compliance with Applicable Canadian Securities Laws and with the United States Securities and Exchange Commission in compliance with Applicable U.S. Securities Laws.

(bb) Financial Reporting. Purchaser maintains a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and has otherwise complied with the requirements of National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* and the rules thereunder except where the failure to maintain such a system would not reasonably be expected to have a Material Adverse Effect on Purchaser; management of Purchaser has assessed the effectiveness of

Purchaser's internal control over financial reporting, as at December 31, 2024, and has concluded that such internal control over financial reporting was effective as of such date.

(cc) Disclosure Controls and Procedures. Purchaser maintains disclosure controls and procedures that comply with the requirements of Applicable Canadian Securities Laws in all material respects; such disclosure controls and procedures have been designed to provide reasonable assurance that material information required to be disclosed by Purchaser in the reports that it files or submits under Applicable Canadian Securities Laws is recorded, processed, summarized and reported within the time periods specified in such securities laws; such disclosure controls and procedures were effective as of December 31, 2024 at a reasonable assurance level.

(dd) Absence of Undisclosed Liabilities. Purchaser has no material obligations or liabilities of any nature (matured or unmatured, fixed or contingent), other than:

(i) those set forth or adequately provided for in the most recent statement of financial position and associated notes thereto included in the Purchaser Financial Statements (the "**Purchaser Balance Sheet**");

(ii) those incurred in the ordinary course of business and not required to be set forth in the Purchaser Balance Sheet under IFRS;

(iii) those incurred in the ordinary course of business since the date of the Purchaser Balance Sheet and consistent with past practice; and

(iv) those incurred in connection with the execution of this Agreement.

(ee) No Material Adverse Change. Except for the Arrangement or any action taken in accordance with this Agreement, since December 31, 2024: (i) Purchaser and the Purchaser Subsidiaries have conducted their respective business only in the ordinary and normal course substantially consistent with past practice; (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to Purchaser (taken as a whole) has been incurred other than in the ordinary course of business; (iii) there has not been any Material Adverse Change in respect of Purchaser; and (iv) there have been no material facts, transactions, events or occurrences which would have a Material Adverse Effect on Purchaser.

(ff) Conduct of Business. Since December 31, 2024, neither Purchaser nor any Purchaser Subsidiary has taken any action that would be in violation of Section 3.1 if such provision had been in effect since that date, other than violations which would not have any Material Adverse Effect on Purchaser or would not significantly impede Purchaser's ability to consummate the Arrangement contemplated hereby.

(gg) Environmental. Except as disclosed in writing by Purchaser to MEG, there have not occurred any material spills, emissions or pollution on any property of Purchaser or a Purchaser Subsidiary or as a result of their respective operations that have not been remediated in compliance with Environmental Laws, nor has Purchaser or a Purchaser Subsidiary been subject to any stop Orders, control orders, clean-up Orders or reclamation Orders under applicable Environmental Laws that have not been complied with, except in each case to the extent any of such material spills, emissions or pollution on property or stop Orders, control Orders, clean-up Order or reclamation Orders would not individually or in the aggregate have a Material Adverse Effect on Purchaser. All operations of Purchaser and each Purchaser Subsidiary have been and are now being conducted in compliance with all applicable Environmental Laws, except where the failure to be in compliance would not individually or in the aggregate have a Material Adverse Effect on Purchaser. Except as disclosed in writing by Purchaser to MEG, Purchaser is not aware of, or is subject to:

(i) any proceeding, application, Order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction, or expenditures; or

(ii) any demand or notice with respect to the breach of any Environmental Laws applicable to Purchaser or a Purchaser Subsidiary, including any regulations respecting the use, storage, treatment, transportation, or disposition of any Hazardous Substances,

which would reasonably be expected to have a Material Adverse Effect on Purchaser.

(hh) Licences. Purchaser and the Purchaser Subsidiaries have obtained and are in compliance with all licenses, permits, certificates, consents, Orders, grants and other authorizations of or from any Governmental Authority necessary to conduct their respective businesses as they are now being or are proposed to be conducted, other than such licenses, permits, certificates, consents, Orders, grants and other authorizations, the absence of which would, individually or in the aggregate, not have a Material Adverse Effect on Purchaser.

(ii) Insurance. Policies of insurance are in force naming Purchaser or a Purchaser Subsidiary as insureds that adequately cover all risks as are customarily covered by oil and gas producers and distributors in the industry in which Purchaser operates. All such policies shall remain in force and effect (subject to taking into account insurance market conditions and offerings and industry practices) and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement other than such cancellations as would not individually or in the aggregate have a Material Adverse Effect on Purchaser.

(jj) Compliance with Laws. Purchaser and each Purchaser Subsidiary has complied with and are not in violation of any Applicable Laws other than non-compliance or violations which would, individually or in the aggregate, not have a Material Adverse Effect on Purchaser.

(kk) Corrupt Practices and Trade Legislation.

(i) Neither Purchaser nor any Purchaser Subsidiary, or any of their respective directors, officers, agents, employees or affiliates acting in their capacity as such, have, directly or indirectly, (A) made or authorized, or promised to make or authorize, any contribution, payment or gift of funds, property or other thing of value to any official, employee or agent of any governmental agency, authority or instrumentality (including government-owned or –controlled businesses) of any jurisdiction or any official or employee of any public international organization, state-owned enterprise, or a close relative thereof, or (B) made, or promised to make, or authorized any contribution, payment or gift of funds, property or other thing of value to any candidate for public office, to any political party, political party official or employee, in either case, where either the payment or the purpose of such contribution, payment, gift or other thing of value is to improperly influence any government action or decision or to secure an improper advantage for the purpose of obtaining or retaining business, or was, is, or would be prohibited under Anti-Corruption Laws applicable to Purchaser or any Purchaser Subsidiary and their respective operations and have instituted and maintained policies and procedures reasonably designed to promote compliance with applicable Anti-Corruption Laws. No action, suit or proceeding before any court or any arbitrator involving Purchaser or any Purchaser Subsidiary with respect to the Anti-Corruption Laws is pending or threatened or has been pending or threatened. To the knowledge of Purchaser, there have been no investigations by any governmental agency, authority or body involving Purchaser or any Purchaser Subsidiary with respect to the Anti-Corruption Laws, nor are any ongoing or pending or threatened or have been pending or threatened.

(ii) Since August 21, 2018, the operations of Purchaser and the Purchaser Subsidiaries are and have been conducted at all times in material compliance with applicable statutory and regulatory financial recordkeeping and reporting requirements, the accurate books and records requirements of Anti-Corruption Laws, and Money Laundering Laws. No action, suit or proceeding before any court or any arbitrator involving Purchaser or any Purchaser Subsidiary with respect to the Money Laundering Laws is pending or threatened or has been pending or threatened. To the knowledge of Purchaser, there have been no investigations by any governmental agency, authority or body involving Purchaser or any Purchaser Subsidiary with respect to the Money Laundering Laws, nor are any ongoing or pending or threatened or have been pending or threatened.

(iii) Neither Purchaser nor any Purchaser Subsidiary, nor to the knowledge of Purchaser, any director, officer, agent, employee or affiliate thereof has been the target of Economic Sanctions and, to the knowledge of the Purchaser, no part of the funds used by the Purchaser to pay the Consideration has been derived from any activity that contravenes applicable Economic Sanctions.

(iv) There have been no material inaccurate or fictitious entries made in the books or records of Purchaser or any Purchaser Subsidiary (to the extent such books or records are kept in connection with the books and records of Purchaser or a Purchaser Subsidiary) relating to any secret or unrecorded fund or any unlawful payment, gift, political or charitable contribution or other thing of value or advantage, and neither Purchaser nor a Purchaser Subsidiary, or, to the knowledge of Purchaser, their affiliates, have directly or indirectly established or maintained a secret or unrecorded fund.

(v) Purchaser: (A) maintains systems of accounting and internal controls sufficient to provide reasonable assurances that: (1) the books and records of Purchaser and each Purchaser Subsidiary accurately and fairly reflect the transactions of Purchaser and each Purchaser Subsidiary, as applicable, in reasonable detail; (2) transactions are executed in accordance with management's general or specific authorization; and (3) transactions are recorded as necessary to maintain accountability for assets; (B) maintains a risk-based system of accounting and compliance controls sufficient to ensure that both entity's financial statements are accurately and fairly stated and to monitor, prevent, detect and report transactions violating any Applicable Law that prohibits corruption or bribery; and (C) has instituted policies and procedures in relation to business conduct and ethics required by Applicable Law and otherwise reasonably sufficient to provide reasonable assurances that the businesses of Purchaser and the Purchaser Subsidiaries are conducted without any of the actions described in clause (i)(A) and (i)(B) of this Section (kk) and, to the knowledge of Purchaser, there has not been any material breach of such policies or procedures.

(vi) Without limiting the generality of the foregoing, Purchaser and each Purchaser Subsidiary, and each of their respective officers and employees, and each of their respective consultants, agents and representatives, acting in their capacity as such and in relation to the business and operations of the Purchaser or Purchaser Subsidiaries, is in material compliance with all Applicable Laws relating to lobbying activities and campaign contributions, if any, and all filings required to be made under any Applicable Law relating to such lobbying activities and campaign contributions are accurate and have been properly filed with the appropriate Governmental Authority in all material respects.

(vii) For the avoidance of doubt, any reference to "other thing of value" in this Section (kk) includes meals, entertainment, travel and lodging.

(viii) For purposes of this Section (kk) only, "affiliates" means those affiliates acting in connection with the properties, assets or business of Purchaser and/or a Purchaser Subsidiary, as applicable.

(ll) Investment Canada Act. Purchaser is a Canadian within the meaning of the Investment Canada Act.

(mm) Financing. Prior to or concurrently with the execution of this Agreement, Purchaser has delivered to MEG a true, complete and fully executed copy of the Debt Commitment Letter, including all exhibits, schedules and annexes and amendments to such letter (as redacted to remove only the rates, fee amounts, monetary thresholds, other economic terms and other terms that are customarily redacted, like personal information; provided that none of such redactions affect the conditionality, timing, availability or aggregate principal amount of the Debt Financing). The Debt Commitment Letter has not been amended, modified or supplemented in any way since the time of its full execution except in compliance with Section 3.7. There are no other agreements, side letters or arrangements (whether written or oral) to which Purchaser or any of its subsidiaries is a party related to the Debt Financing other than as expressly contained in the Debt Commitment Letter delivered to Purchaser on or prior to the date hereof, excluding any securities engagement letters entered into by Purchaser and Financing Source Parties from time to time. The respective commitments contained in the Debt Commitment Letters have not been withdrawn, rescinded, amended, restated or otherwise modified or waived in any respect prior to the execution and delivery of this Agreement

and no such withdrawal, rescission, amendment, restatement or other modification is contemplated (other than to (A) add lenders, arrangers, agents, bookrunners, managers and other financing sources in compliance with Section 3.7, and (B) reduce the commitments under the Debt Commitment Letter as a result of, and in an amount not greater than, the net proceeds received from any other Financing, in each case as permitted by Section 3.7(a)). As of the date of this Agreement, the Debt Commitment Letter is in full force and effect and constitutes the legal, valid and binding obligation of the Purchaser and, to the knowledge of the Purchaser, the other parties thereto. There are no conditions precedent (express or implied) or contingencies directly or indirectly related to the Financing pursuant to the Debt Commitment Letter, other than as expressly set forth in the Debt Commitment Letter delivered to MEG pursuant to this Section (mm). As of the date of this Agreement, no event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Purchaser under the Debt Commitment Letter or, to the knowledge of the Purchaser, any other party to the Debt Commitment Letter. The Purchaser has fully paid all commitment fees or other fees required to be paid on or prior to the date of this Agreement in connection with the Debt Financing. The net proceeds available to the Purchaser from the Debt Financing, together with the Purchaser's available cash on hand and the net proceeds received by it from another Financing, including a Debt Issue, from asset sales or other dispositions of property or from existing credit facilities, will be in an amount sufficient to pay the cash portion of the Consideration payable under the Plan of Arrangement and all other obligations payable by Purchaser pursuant to this Agreement. The Purchaser does not require any lender or third-party consents under any of its existing credit agreements or other debt facilities or related documents to complete the Financing. The Purchaser has no reason to believe that any of the conditions to the Financing contemplated by the Debt Commitment Letter will not be satisfied on a timely basis or that the Debt Financing (or any portion thereof) will not be made available (other than by reason of a reduction of the commitments under the Debt Commitment Letter as a result of, and in an amount not greater than, the net proceeds received from a any other Financing) on or prior to the Effective Date.

**SCHEDULE "D"**

**REPRESENTATIONS AND WARRANTIES OF MEG**

[See attached]

## REPRESENTATIONS AND WARRANTIES OF MEG

(a) Organization and Qualification. MEG and the MEG Subsidiary are each corporations validly existing and in good standing under the Applicable Laws of their respective jurisdiction of incorporation in all respects and have the requisite corporate power and authority to own their respective properties as now owned and to carry on their respective business as it is now being conducted. MEG and the MEG Subsidiary are duly registered to do business and each is in good standing in each jurisdiction in which the character of their respective properties, owned or leased, or the nature of their activities makes such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on MEG.

(b) Authority Relative to this Agreement. MEG has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by MEG of the transactions contemplated hereunder and thereunder, have been duly authorized by the MEG Board and, subject to the approval of the MEG Transaction Resolution by MEG Shareholders and the approval of the Circular and matters related to the MEG Meeting by the MEG Board, no other corporate proceedings on the part of MEG are necessary to authorize this Agreement or the Arrangement. This Agreement has been duly executed and delivered by MEG and constitutes a legal, valid and binding obligation of MEG enforceable against it in accordance with the terms hereof and thereof, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) Material Subsidiaries; Joint Ventures. The MEG Subsidiary is a Material Subsidiary. MEG has no subsidiaries other than the MEG Subsidiary. The MEG Subsidiary is not currently prohibited, directly or indirectly, from paying any dividends to MEG, from making any other distribution on its capital stock, from repaying to MEG any loans or advances to it from MEG. Except as disclosed in writing by MEG to Purchaser, neither MEG nor the MEG Subsidiary is a partner or participant in any material partnership, joint venture, profit-sharing arrangement or other material arrangement of any kind, other than any customary joint operating agreements or unit agreements affecting the oil and gas properties of MEG or the MEG Subsidiary, and is not party to any agreement under which it agrees to carry on any material part of its business or any other activity in such manner or by which it agrees to share any material revenue or profit with any other Person.

(d) Ownership of MEG Subsidiary. MEG is the beneficial direct or indirect owner of all of the outstanding shares of the MEG Subsidiary with good title thereto free and clear of any and all Encumbrances, other than those granted to its bank lenders. There are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any such shares of capital stock or other ownership interests in the MEG Subsidiary. All of the outstanding shares of capital stock in the MEG Subsidiary are validly issued, fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.

(e) No Violation; Absence of Defaults and Conflicts.

(i) Neither MEG nor the MEG Subsidiary (A) is in violation of its constating documents or by-laws, or (B) is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which MEG or the MEG Subsidiary is a party or to which any of them, or their respective properties or assets, may be subject or by which MEG or the MEG Subsidiary is bound, except for such defaults which would not result in a Material Adverse Effect on MEG.

(ii) Neither the execution and delivery of this Agreement by MEG nor the consummation of the Arrangement contemplated by this Agreement nor compliance by MEG with any of the provisions hereof will: (A) except as disclosed in writing by MEG to Purchaser, violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default

(or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of MEG or the MEG Subsidiary or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) their respective constating documents or by-laws; or (2) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, Contract or other instrument or obligation to which MEG or the MEG Subsidiary is a party or to which any of them, or any of their respective properties or assets, may be subject or by which MEG or the MEG Subsidiary is bound; or (B) subject to obtaining the Key Regulatory Approvals, and the requisite approvals of the MEG Shareholders, the Court and the TSX and subject to compliance with Applicable Canadian Securities Laws, violate any Applicable Laws; or (C) cause the suspension or revocation of any authorization, consent, approval or license currently in effect (except, in the case of each of clauses (A), (B) and (C) above, for such violations, conflicts, breaches, defaults, terminations, accelerations, creations of Encumbrances, suspensions or revocations which, or any consents, approvals or notices which if not given or received, would not, individually or in the aggregate, have any Material Adverse Effect on MEG).

(iii) Other than in connection with or in compliance with the provisions of Applicable Laws in relation to the completion of the Arrangement or which are required to be fulfilled after the completion of the Arrangement, and except for filings and registrations associated with, and the receipt of, the Key Regulatory Approvals, and the requisite approvals of the MEG Shareholders, the Court and the TSX: (A) there is no legal impediment to MEG's consummation of the Arrangement; and (B) no filing or registration with, or authorization, consent or approval of, any Governmental Authority is required of MEG in connection with the consummation of the Arrangement, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals which, if not received, would not have a Material Adverse Effect on MEG or significantly impede the ability of MEG to consummate the Arrangement.

(f) Funds Available. MEG has, and will until the Effective Time have, sufficient funds available or available under its credit facilities to pay the Purchaser Termination Amount and the Purchaser Expense Reimbursement Amount pursuant to Sections 7.2 and 7.3, respectively.

(g) Litigation. Except as disclosed in writing by MEG to Purchaser, there are no actions, suits, proceedings or investigations by Governmental Authorities or other Persons pending or, to the knowledge of MEG, threatened, affecting or that would reasonably be expected to affect MEG or the MEG Subsidiary or any of their respective properties or assets at law or equity or before or by any court or Governmental Authority which action, suit, proceeding or investigation involves a reasonable possibility of any judgment against or liability of MEG or the MEG Subsidiary which, if successful, would have a Material Adverse Effect on MEG or would significantly impede the ability of MEG to consummate the Arrangement. Neither MEG nor the MEG Subsidiary is subject to any outstanding Order, writ, injunction or decree that has had or would have a Material Adverse Effect on MEG or would significantly impede the ability of MEG to consummate the Arrangement.

(h) Returns Filed and Taxes Paid. All material Returns required to be filed by or on behalf of MEG and the MEG Subsidiary have been duly filed on a timely basis and such Returns are true, complete and correct in all material respects. All material Taxes due or payable by MEG and the MEG Subsidiary, whether or not shown to be payable on such Returns, have been paid in full on a timely basis, other than any such Taxes being contested in good faith and for which adequate reserves in accordance with IFRS have been established.

(i) Tax Reserves. MEG has provided adequate accruals in the MEG Financial Statements for material impacts to deferred Taxes payable and current Taxes payable by, or required to be withheld and remitted by, MEG and the MEG Subsidiary, which Taxes are not yet payable to the applicable Governmental Authority, in each case in conformity with IFRS.

(j) Tax Deficiencies; Audits. No deficiencies exist or have been asserted with respect to Taxes of MEG and the MEG Subsidiary that would have a Material Adverse Effect on MEG. Neither MEG nor the MEG Subsidiary is a party to any action or proceeding for assessment or collection of Taxes that would have a Material Adverse Effect on MEG, nor, to the knowledge of MEG, has such an event been asserted or threatened against MEG or the MEG Subsidiary or any of their respective assets that would have a Material Adverse Effect on MEG.

(k) Withholding Taxes. MEG and the MEG Subsidiary have paid or have withheld and remitted to the appropriate Governmental Authority all Taxes required to be paid, withheld and remitted by them, including in connection with amounts paid or owing to employees, non-residents of Canada, independent contractors, creditors, shareholders or other third parties, except where the failure to pay or withhold and remit would not have a Material Adverse Effect on MEG.

(l) Foreign Returns. Except as disclosed in writing by MEG to Purchaser, neither MEG nor the MEG Subsidiary has filed, or has been required or is currently required to file, any Returns with any Governmental Authority outside of their respective jurisdictions of incorporation, and no claims have ever been made by a Governmental Authority that MEG or the MEG Subsidiary is or may be subject to Tax in a jurisdiction where it does not file Returns.

(m) GST and Similar Taxes. The books and records of MEG fairly and correctly set out and disclose, in all material respects, all liabilities and unclaimed input tax credits under Part IX of the *Excise Tax Act* (Canada) for purposes of the goods and services or harmonized sales tax or any similar legislation, and fairly and correctly set out and disclose in all material respects all liabilities and remittances in respect of any provincial sales tax, fuel tax, or any other value-added tax. All financial transactions of MEG and the MEG Subsidiary have been accurately and completely recorded, in all material respects in the books and records of MEG.

(n) Residence. MEG is a "Canadian corporation" as defined in the Tax Act.

(o) Listed Transactions. Neither MEG nor the MEG Subsidiary has participated in any listed transaction within the meaning of U.S. Treasury Regulations Section 1.6011-4(b)(2) (or any similar provision of state or local Tax Law).

(p) Tax Sharing Agreements. Neither MEG nor the MEG Subsidiary is a party to any agreement relating to the sharing, allocation or indemnification of Taxes, or any similar agreement, Contract or arrangement (other than any such agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes), or has any material liability for Taxes of any Person (other than members of an affiliated, consolidated, combined or unitary group of which MEG and the MEG Subsidiary is the common parent and the only members of which are MEG and the MEG Subsidiary), as a transferee or successor, by Contract or otherwise by operation of Law.

(q) Distributing or Controlled Corporation. Neither MEG nor the MEG Subsidiary has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Internal Revenue Code) in a distribution of shares qualifying or intending to qualify for tax-free treatment under Section 355 of the Internal Revenue Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Internal Revenue Code) in conjunction with this acquisition.

(r) Reporting Issuer Status. MEG is a reporting issuer in all provinces and territories of Canada and is in material compliance with all Applicable Canadian Securities Laws therein. The MEG Shares are listed and posted for trading on the TSX, and MEG is in material compliance with the applicable rules of the TSX.

(s) U.S. Securities Law Matters.

(i) There is no class of securities of MEG registered or required to be registered under section 12 of the U.S. Exchange Act, nor does MEG have a reporting obligation under section 13(d) or 15 of the U.S. Exchange Act.

(ii) MEG is a "foreign private issuer" within the meaning of Rule 3b-4(c) under the U.S. Exchange Act.

(iii) MEG is not registered or required to be registered as an "investment company" under *the United States Investment Company Act of 1940*.

(iv) MEG is not, and on the Effective Date will not be, a "shell company" (as defined in Rule 405 under the U.S. Securities Act).

(t) Capitalization. As of the Agreement Date, the authorized capital of MEG consists of an unlimited number of MEG Shares and an unlimited number of preferred shares, issuable in series. As of the Agreement Date, 254,378,035 MEG Shares and nil preferred shares are issued and outstanding. As of the Agreement Date other than 1,615,171 MEG Treasury-Settled RSUs, 950,034 MEG Treasury-Settled PSUs and the MEG SRP Rights issued under the MEG Shareholder Rights Plan, there are no options, warrants or other rights, plans, agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by MEG of any securities of MEG (including MEG Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of MEG (including MEG Shares). All issued and outstanding MEG Shares are duly authorized, validly issued, fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights and all MEG Shares issuable upon the exercise, settlement or redemption, as applicable, of MEG Incentives (other than MEG Incentives that may only be settled with cash) in accordance with the terms of such securities will be duly authorized, validly issued, fully paid and non-assessable and will not be subject to any pre-emptive rights. Other than the MEG Shares, there are no securities of MEG outstanding which have the legal or contractual right to vote generally with MEG Shareholders on any matter. As of the Agreement Date, there are 516,945 MEG Cash-Settled PSUs and 715,584 MEG DSUs and in the case of the MEG DSUs entitles the holders thereof to: (i) a cash payment; or (ii) at the discretion of MEG, MEG Shares acquired in the open market, all in accordance with the MEG DSU Plan.

(u) MEG Notes. As of the Agreement Date, there is US$600 million principal outstanding on the MEG Notes.

(v) Shareholder and Similar Agreements. Except for the MEG Shareholder Rights Plan or as permitted pursuant to this Agreement, MEG and the MEG Subsidiary are not party to any shareholder, pooling, voting trust or other similar agreement or arrangement relating to the issued and outstanding MEG Shares or other equity or voting securities in the capital of MEG and the MEG Subsidiary. Prior to the Effective Time, MEG will not implement any additional shareholder rights plan that applies to the Arrangement.

(w) Dividends. There are no dividends declared or other distributions or payments in respect of the MEG Shares that are unpaid or due to be paid except as contemplated by this Agreement and other than: (i) the regular quarterly dividend of $0.11/MEG Share to be paid on October 15, 2025 by MEG to MEG Shareholders of record on September 12, 2025; and (ii) the regular quarterly dividend of $0.11/MEG Share to be paid on January 15, 2026 by MEG to MEG Shareholders of record on December 15, 2025, MEG will not declare, set aside or pay any dividend or other distribution or payment in cash, shares or property in respect of the MEG Shares owned by any Person other than a member of the MEG Group.

(x) No Orders. No Order having the effect of suspending the sale of, or ceasing the trading of, the MEG Shares or any other securities of MEG has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted, are pending or, to the knowledge of MEG, are contemplated or threatened under any Applicable Laws or by any Governmental Authority.

(y) Material Agreements.

(i) Other than this Agreement or as permitted pursuant to this Agreement, MEG has not entered into any Contracts which are required to be filed by MEG under National Instrument 51-102 – *Continuous Disclosure Obligations*, except for those agreements which have been so filed by MEG.

(ii) Other than the Contracts described in Section (y)(i) above and except as disclosed in writing by MEG to Purchaser, MEG has made available to Purchaser in the MEG Data Room or as otherwise provided to the Purchaser pursuant to the Amended and Restated Clean Team Agreement made as of August 16, 2025 and effective as of July 8, 2025 between MEG and the Purchaser, true and complete copies (including all material amendments, modifications, extensions or renewals with respect thereto) of each of the following Contracts to which MEG or the MEG Subsidiary is a party or bound as of the Agreement Date:

(A) each Contract containing any area of mutual interest, joint bidding area, joint acquisition area, area of dedication, or non-compete or similar type of provision that materially restricts the ability of MEG or the MEG Subsidiary (including MEG and the MEG Subsidiary following the Effective Time) to (1) compete in any line of business or geographic area or with any Person during any period of time after the Effective Time or (2) make, sell or distribute any products or services, or use, transfer or distribute, or enforce any of their rights with respect to, any of their material assets or properties;

(B) each Contract that creates, evidences, provides commitments in respect of, secures or guarantees (1) indebtedness for borrowed money in any amount in excess of [*limit redacted*] or (2) other indebtedness of MEG or the MEG Subsidiary (whether incurred, assumed, guaranteed or secured by any asset) in excess of [*limit redacted*], other than agreements solely between or among MEG and the MEG Subsidiary;

(C) each Contract involving the pending acquisition, swap, exchange, sale or other disposition of (or option to purchase, acquire, swap, exchange, sell or dispose of) any oil and gas properties of MEG and the MEG Subsidiary for which the aggregate consideration (or the fair market value of such consideration, if non-cash) payable to or from MEG or the MEG Subsidiary exceeds [*limit redacted*], other than Contracts involving the acquisition or sale of (or option to purchase or sell) hydrocarbons in the ordinary course of business;

(D) each International Swaps and Derivatives Association master agreement (each, together with each schedule thereto and amendments thereto, an "**ISDA**") under which any Hedging Transactions are outstanding involving: (1) with respect to hydrocarbons, aggregate notional quantities of bitumen in excess of [*amount redacted*] barrels per day (calculated over any monthly period) or aggregate notional quantities of liquid hydrocarbons in excess of [*amount redacted*] barrels per day (calculated over any monthly period); (2) with respect to interest rates, aggregate notional amounts in excess of [*limit redacted*] (or the equivalent in any other currency); or (3) with respect to cross-currency exchange, aggregate notional amounts in excess of [*limit redacted*] (or the equivalent in any other currency), it being further represented and warranted that each Hedging Transaction under each such ISDA is evidenced by and confirmed through the standard bank counterparty confirmation process and documentation which (except as disclosed in the MEG Data Room) does not materially amend such ISDA;

(E) each partnership, shareholder, joint venture, limited liability company agreement or other joint ownership agreement, other than with respect to arrangements exclusively between MEG and the MEG Subsidiary and other than any customary joint operating agreements or units agreements affecting the oil and gas properties of MEG or the MEG Subsidiary;

(F) each joint development agreement, exploration agreement, participation, farmout, farm-in or program agreement or similar Contract requiring MEG or the MEG Subsidiary to make annual expenditures in excess of [*limit redacted*] or aggregate payments in excess of [*limit redacted*] (in each case, net to the interest of MEG and the MEG Subsidiary) following the date of this Agreement, other than customary joint operating agreements and exploration and development obligations under oil and gas leases;

(G) each agreement that contains any exclusivity, "most favored nation" or most favored customer provision, call or put option, preferential right or rights of first or last offer, negotiation or refusal, to which MEG or the MEG Subsidiary is subject, and, in each case, is material to the business of the MEG Group, taken as a whole, in each case other than those contained in (1) any agreement in which such provision is solely for the benefit of MEG or the MEG Subsidiary, (2) customary royalty pricing provisions in oil and gas leases or (3) customary preferential rights in joint operating agreements or unit agreements affecting the business or the oil and gas properties of MEG or the MEG Subsidiary;

(H) any acquisition or divestiture Contract that contains "earn out" or other contingent payment obligations, or remaining indemnity or similar obligations (other than (1) asset retirement obligations or plugging and abandonment obligations set forth in the MEG Reserves Report or (2) customary indemnity obligations with respect to the post-closing ownership and operation of acquired assets), that would reasonably be expected to result in (I) earn out payments, contingent payments or other similar obligations to a third party (but excluding indemnity payments) in any year in excess of [*limit redacted*] or (II) earn out payments, contingent payments or other similar obligations to a third party, including indemnity payments, in excess of [*limit redacted*] in the aggregate after the Agreement Date;

(I) any Contract (other than any other Contract otherwise covered by this Section (y)(ii)) that creates future payment obligations (including settlement agreements or Contracts that require any capital contributions to, or investments in, any Person) of MEG or the MEG Subsidiary outside the ordinary course of business, in each case, involving annual payments in excess of [*limit redacted*] or aggregate payments in excess of [*limit redacted*] (excluding, for the avoidance of doubt, customary joint operating agreements or unit agreements affecting the oil and gas properties of MEG or the MEG Subsidiary), or creates or would create an Encumbrance on any material asset or property of MEG or the MEG Subsidiary;

(J) any Contract that provides for midstream services to, or the sale by, MEG or the MEG Subsidiary of hydrocarbons for a term greater than or equal to five (5) years and does not allow MEG or the MEG Subsidiary to terminate it without penalty to MEG or the MEG Subsidiary within ninety (90) days; and

(K) any Contract that provides for a "take-or-pay" clause or any similar prepayment obligation, minimum volume commitments or capacity reservation fees to a gathering, transportation or other arrangement downstream of the wellhead, or similar arrangements that otherwise guarantee or commit volumes of hydrocarbons from MEG or the MEG Subsidiary's oil and gas properties, which in each case, would reasonably be expected to involve payments (including penalty or deficiency payments) in excess of [*limit redacted*] during the twelve (12) month period following the date of this Agreement or aggregate penalty or deficiency payments in excess of [*limit redacted*] during the two (2)-year period following the date of this Agreement.

(iii) Neither MEG nor the MEG Subsidiary is in breach of, or default under the terms of, and, to the knowledge of MEG, no other party to the MEG Material Contract is in breach of, or default under the terms of, the MEG Material Contract, nor is any event of default (or similar term) continuing under the MEG Material Contract, and, to the knowledge of MEG, there does not exist any event,

condition or omission that would constitute such a default, breach or event of default (or similar term) (whether by lapse of time or notice or both) under the MEG Material Contract, in each case where such breach, default or event of default (or similar term) would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of MEG.

(z) Filings. MEG and the MEG Subsidiary have filed or furnished all material documents, reports, forms, statements, exhibits and schedules (such documents, reports, forms, statements, exhibits and schedules, the "**MEG Documents**") required to be filed or furnished by it with all applicable Governmental Authorities and, except to the extent corrected by subsequent reports filed or furnished prior to the date hereof, all such documents were, as of their respective dates, in compliance in all material respects with all Applicable Laws and at the time filed or furnished did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date hereof: (i) neither MEG nor any its officers has received notice from any Governmental Authority challenging or questioning the accuracy, completeness, form or manner of filing of such MEG Documents; (ii) there are no outstanding or unresolved comments received by MEG from Governmental Authorities with respect to any of the MEG Documents; and (iii) none of the MEG Documents is the subject of an ongoing review by any Governmental Authority.

(aa) Books and Records. The corporate records and minute books of MEG and the MEG Subsidiary have been maintained substantially in accordance with all Applicable Laws and are complete and accurate in all material respects. The minute books of MEG and the MEG Subsidiary, which have been made available to Purchaser prior to the date hereof, are complete and accurate in all material respects (other than minutes of meetings of the MEG Board and any committee thereof relating to Strathcona, the Existing Strathcona Offer, the strategic review process initiated on June 16, 2025, and this Agreement and the transactions contemplated hereby).

(bb) Financial Statements. The MEG Financial Statements, and any interim or annual financial statements filed by or on behalf of MEG on and after the Agreement Date with any securities regulatory authorities, in compliance, or intended compliance, with any Applicable Canadian Securities Laws were, or when so filed, will have been, prepared in accordance with IFRS (consistently applied), and present, or when so filed will present, fairly, in all material respects, in accordance with IFRS the consolidated financial position, results of operations and changes in financial position of MEG on a consolidated basis as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments). There has been no material change in MEG's accounting policies, except as described in the notes to the MEG Financial Statements, since January 1, 2025. A true and complete copy of the MEG Financial Statements have been filed by or on behalf of MEG, prior to or concurrent with the execution and delivery of this Agreement, with the applicable Canadian securities regulatory authorities, in compliance with Applicable Canadian Securities Laws.

(cc) Financial Reporting. MEG maintains a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and has otherwise complied with the requirements of National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* and the rules thereunder, except where the failure to maintain such a system would not reasonably be expected to have a Material Adverse Effect on MEG; management of MEG has assessed the effectiveness of MEG's internal control over financial reporting, as at December 31, 2024, and has concluded that such internal control over financial reporting was effective as of such date.

(dd) Disclosure Controls and Procedures. MEG maintains disclosure controls and procedures that comply with the requirements of Applicable Canadian Securities Laws in all material respects; such disclosure controls and procedures have been designed to provide reasonable assurance that material information required to be disclosed by MEG in the reports that it files or submits under Applicable Canadian Securities Laws is recorded, processed, summarized and reported within the time periods specified in such securities laws; such disclosure controls and procedures were effective as of December 31, 2024 at a reasonable assurance level.

(ee) Absence of Undisclosed Liabilities. MEG has no material obligations or liabilities of any nature (matured or unmatured, fixed or contingent), other than:

(i) those set forth or adequately provided for in the most recent statement of financial position and associated notes thereto included in the MEG Financial Statements (the "**MEG Balance Sheet**");

(ii) those incurred in the ordinary course of business and not required to be set forth in the MEG Balance Sheet under IFRS;

(iii) those incurred in the ordinary course of business since the date of the MEG Balance Sheet and consistent with past practice; and

(iv) those incurred in connection with the execution of this Agreement.

As of the Agreement Date, the amounts owing by MEG under the MEG Credit Agreement are as set forth in the MEG Disclosure Letter.

(ff) No Material Adverse Change. Except for the Arrangement or any action taken in accordance with this Agreement, since December 31, 2024: (i) MEG and the MEG Subsidiary have conducted their respective business only in the ordinary and normal course substantially consistent with past practice; (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to MEG (taken as a whole) has been incurred other than in the ordinary course of business; (iii) there has not been any Material Adverse Change in respect of MEG; and (iv) there have been no material facts, transactions, events or occurrences which would have a Material Adverse Effect on MEG.

(gg) Conduct of Business. Since December 31, 2024, neither MEG nor the MEG Subsidiary has taken any action that would be in violation of Section 3.2 if such provision had been in effect since that date, other than violations which would not have any Material Adverse Effect on MEG or would not significantly impede MEG's ability to consummate the Arrangement contemplated hereby.

(hh) Environmental. There have not occurred any material spills, emissions or pollution on any property of MEG or the MEG Subsidiary or as a result of their respective operations that have not been remediated in compliance with Environmental Laws, nor has MEG or the MEG Subsidiary been subject to any stop Orders, control Orders, clean-up Orders or reclamation Orders under applicable Environmental Laws that have not been complied with, except in each case to the extent any of such material spills, emissions or pollution on property or stop Orders, control Orders, clean-up Order or reclamation Orders would not individually or in the aggregate have a Material Adverse Effect on MEG. All operations of MEG and the MEG Subsidiary have been and are now being conducted in compliance with all applicable Environmental Laws, except where the failure to be in compliance would not individually or in the aggregate have a Material Adverse Effect on MEG. To the knowledge of MEG, MEG is not subject to:

(i) any proceeding, application, Order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction, or expenditures;

(ii) any demand or notice with respect to the breach of any Environmental Laws applicable to MEG or the MEG Subsidiary, including any regulations respecting the use, storage, treatment, transportation, or disposition of any Hazardous Substances; or

(iii) there are no circumstances which could reasonably be expected to result in any of (i) or (ii),

which would reasonably be expected to have a Material Adverse Effect on MEG.

(ii) Indigenous Matters.

(i) The MEG Disclosure Letter sets out a list of all Contracts with Indigenous communities to which any of MEG or the MEG Subsidiary is a party ("**Indigenous Group Contracts**"). Other than the Indigenous Group Contracts or as set forth in the Disclosure Letter, neither MEG nor the MEG Subsidiary nor any person acting on behalf of MEG or the MEG Subsidiary is currently in discussions or negotiations with any Indigenous community with respect to entering into a new Indigenous Group Contract or terminating, amending, modifying or supplementing any Indigenous Group Contract. Neither MEG nor the MEG Subsidiary is in default under any Indigenous Group Contract.

(ii) Other than as set out in the MEG Disclosure Letter, no dispute exists or, to the knowledge of MEG, is threatened between an Indigenous community group and MEG or the MEG Subsidiary with respect to the oil and gas properties of MEG or the MEG Subsidiary or the operations of MEG or the MEG Subsidiary of its business which has had, or is reasonably likely to give rise to, a Material Adverse Effect.

(jj) Real Property Title. MEG and the MEG Subsidiary have good and sufficient title to their real property interests, including fee simple estate of and in real property, leases, easements, rights of way, permits or licenses from landowners or authorities permitting the use of land by MEG and the MEG Subsidiary, necessary to permit the operation of their respective business as presently owned and conducted, other than where the failure to have such good and sufficient title would not individually or in the aggregate have a Material Adverse Effect on MEG. MEG does not have any knowledge nor is it aware of any defects, failures or impairments in the title of MEG or the MEG Subsidiary to their respective assets, whether or not an action, suit, proceeding or inquiry is pending or threatened or whether or not discovered by any third party, which in aggregate would have a Material Adverse Effect on MEG.

(kk) No Defaults under Leases and Agreements.

(i) Neither MEG nor the MEG Subsidiary has received notice of any default under any of the leases and other title and operating documents or any other agreement or instrument pertaining to their respective assets to which MEG or the MEG Subsidiary is a party or by or to which MEG or the MEG Subsidiary or any of their respective assets are bound or subject, except to the extent that such defaults would not in the aggregate have a Material Adverse Effect on MEG.

(ii) To the knowledge of MEG:

(A) MEG and the MEG Subsidiary is in good standing under all, and is not in default under any; and

(B) there is no existing condition, circumstance or matter which constitutes or which, with the passage of time or the giving of notice, would constitute a default under any,

leases and other title and operating documents or any other agreements and instruments pertaining to its assets to which it is a party or by or to which it or such assets are bound or subject and, to the knowledge of MEG, all such leases, title and operating documents and other agreements and instruments are in good standing and in full force and effect and none of the counterparties to such leases, title and operating documents and other agreements and instruments is in default thereunder, except in each case to the extent that such defaults would not, individually or in the aggregate, have a Material Adverse Effect on MEG.

(ll) No Encumbrances. Neither MEG nor the MEG Subsidiary has encumbered or alienated their interests in their respective assets or agreed to do so and their assets are free and clear of all Encumbrances except for such Encumbrances as are disclosed in any governmental registry or arising in the ordinary course of business or are not material in the aggregate.

(mm) Ownership of Material Property. MEG and the MEG Subsidiary have ownership of all material property (including oil and gas leasehold interests in accordance with industry standard oilfield practice) necessary to the operation of their respective businesses, in each case free and clear of all Encumbrances and other material adverse claims known to MEG, other than such Encumbrances as are disclosed in any governmental registry or arising in the ordinary course of business or are not material in the aggregate. Subject to the terms, covenants, conditions and stipulations in MEG's title and operating documents, MEG is entitled to hold and enjoy its assets without lawful interruption by any Person claiming by, through or under MEG, except as would not, individually or in the aggregate, have a Material Adverse Effect on MEG.

(nn) No ROFRs. There are no rights of first refusal, pre-emptive rights of purchase or similar right whereby any third party has the right to acquire or purchase any of MEG's or the MEG Subsidiary's material rights, title, interests, property, licenses or assets as a consequence of the Parties entering into this Agreement or the Arrangement, other than where such rights would not individually or in the aggregate have a Material Adverse Effect on MEG.

(oo) Royalties, Rentals and Taxes Paid. All royalties and rentals payable under the leases and other title and operating documents pertaining to the oil and gas assets of MEG and the MEG Subsidiary and all ad valorem, property, production, severance and similar taxes and assessments based upon or measured by the ownership of such assets or the production of petroleum substances derived therefrom or allocated thereto or the proceeds of sales thereof payable have been properly paid in full and in a timely manner, except to the extent that such non-payment would not in the aggregate have a Material Adverse Effect on MEG.

(pp) Reserves. A true and complete copy of the MEG Reserves Report has been provided to Purchaser. MEG cooperated with GLJ in the preparation of the MEG Reserves Report, which has been accepted and approved by the Reserves Committee and the MEG Board. MEG has made available to GLJ prior to the issuance of the MEG Reserves Report for the purpose of preparing such report, all information within MEG's power or possession requested by GLJ, which information did not to MEG's knowledge, at the time such information was provided, contain any misrepresentation and MEG does not have any knowledge of any change in the production, cost, reserves, resources or other relevant information provided to GLJ since the date that such information was so provided that would result, individually or in the aggregate, in a Material Adverse Effect. MEG believes that the MEG Reserves Report reasonably presents the estimated quantity and pre-tax net present values of the oil and natural gas reserves associated with MEG's properties evaluated in such report as at December 31, 2024, based upon information available at the time such reserves information was prepared, and MEG believes that at the date of such report, the MEG Reserves Report reasonably presented the aggregate estimated quantity and pre-tax net present values of such reserves or the estimated monthly production volumes therefrom in all material respects.

(qq) Licences. MEG and the MEG Subsidiary have obtained and are in compliance with all licenses, permits, certificates, consents, Orders, grants and other authorizations of or from any Governmental Authority necessary to conduct their respective businesses as they are now being or are proposed to be conducted, other than such licenses, permits, certificates, consents, Orders, grants and other authorizations, the absence of which would, individually or in the aggregate, not have a Material Adverse Effect on MEG.

(rr) Federal Pipelines. MEG does not own any federally regulated pipelines or other federally regulated undertakings.

(ss) Long-Term Hedging Transactions. MEG and the MEG Subsidiary have no obligations or liabilities, direct or indirect, vested or contingent in respect of any Hedging Transaction except with respect to Hedging Transactions entered in the ordinary course of business consistent with past practice and as permitted under MEG's corporate policies.

(tt) Employee Benefit Plans. MEG has made available to Purchaser, complete and correct copies of each material health and welfare, dental, supplemental unemployment benefit, post-employment benefit, bonus, profit sharing, option, stock appreciation, restricted share unit, performance share unit, deferred share unit, phantom equity or equity based compensation, savings, life insurance, incentive, deferred compensation, security

purchase, security compensation, termination or severance pay, disability, pension or supplemental retirement plans, retirement savings, savings and other similar plans, policies, trusts, funds, agreements or arrangements, in each case for the benefit of current or former employees, consultants or directors of MEG or the MEG Subsidiary, which are maintained by, contributed to or binding upon MEG or the MEG Subsidiary or in respect of which MEG or the MEG Subsidiary has any actual or contingent liability (the "**MEG Employee Plans**"), and:

(i) the MEG Employee Plans have been maintained and administered in material compliance with its terms, and is funded in accordance with Applicable Laws and the applicable MEG Employee Plan terms;

(ii) all required employer contributions and premiums under the MEG Employee Plans have been made in accordance with Applicable Law and the terms thereof;

(iii) the MEG Employee Plans that are required or intended to be qualified under Applicable Law or registered or approved by a Governmental Authority has been so qualified, registered or approved by the appropriate Governmental Authority, and to the knowledge of MEG, nothing has occurred since the date of the last qualification, registration or approval to adversely affect, or cause, the appropriate Governmental Authority to revoke such qualification, registration or approval;

(iv) to the knowledge of MEG, there are no pending or anticipated claims against or otherwise involving any of the MEG Employee Plans and no material suit, action or other litigation (excluding claims for benefits incurred in the ordinary course of MEG Employee Plan activities) has been brought against or with respect to the MEG Employee Plans;

(v) all contributions, reserves or premium payments required to be made to the MEG Employee Plans have been made or accrued for in the books and records of MEG in all material respects and in the MEG Financial Statements in accordance with IFRS;

(vi) no insurance policy or any other agreement affecting any MEG Employee Plan requires or permits a retroactive increase in contributions, premiums or other payments due thereunder and there are no required or permitted increases in contributions, premiums or other payments expected other than in the ordinary course of business;

(vii) to the knowledge of MEG, the level of reserves under each MEG Employee Plan which provides group benefits and contemplates the holding of such reserves is reasonable and sufficient to provide for all incurred but unreported claims;

(viii) except as disclosed in the MEG Disclosure Letter, none of the MEG Employee Plans provide for defined benefit pension or post-employment health and welfare benefits or for benefits to former employees or to the beneficiaries or dependents of former employees;

(ix) except as disclosed in the MEG Disclosure Letter, the execution and delivery of, and performance by MEG of, this Agreement and the consummation of the Arrangement by it will not: (i) accelerate the time of payment or vesting of any entitlement under any MEG Employee Plan; (ii) result in an obligation to fund (through a trust or otherwise) any compensation or benefits under any MEG Employee Plan; (iii) increase any amount payable under any MEG Employee Plan; (iv) result in the acceleration of any other obligation pursuant to any MEG Employee Plan or (v) limit the right of MEG or the MEG Subsidiary to amend, merge, terminate or receive a reversion of assets from the MEG Employee Plan or related trust; and

(x) other than as disclosed in the MEG Disclosure Letter, all unfunded liabilities in respect of the MEG Employee Plans have been reflected in the MEG Financial Statements or accrued for in the books and records of MEG.

(uu) Employment Matters, Employment Agreements and Collective Agreements. Except as disclosed in writing by MEG to Purchaser:

(i) other than the MEG Executive Employment Agreements, neither MEG nor the MEG Subsidiary is a party to, nor is engaged in any negotiations with respect to, any employment agreement with any employee or any written or oral agreement, arrangement or understanding, providing for severance, termination or change of control payments to the MEG Employees as a result of the execution and delivery of this Agreement or the consummation of the Arrangement;

(ii) neither MEG nor the MEG Subsidiary is a party to, nor is engaged in any negotiations with respect to, any collective bargaining or union agreement, nor does MEG have any knowledge of any actual or threatened application for certification or bargaining rights or letter of understanding, with respect to any current or former MEG or MEG Subsidiary employee, nor has there been any actual or threatened application for certification or bargaining rights or letter of understanding occurred since August 21, 2020. No trade union, council of trade unions, employee associations, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to MEG Employees by way of certification, voluntary recognition or successorship;

(iii) there is no labour strike, dispute, lock-out, work slowdown or stoppage or concerted work refusal outstanding, pending or involving MEG or the MEG Subsidiary and, to the knowledge of MEG, no labour strike, dispute, lock-out, work slowdown or stoppage is threatened against MEG or the MEG Subsidiary. No trade union has applied to have MEG declared a related successor or common employer pursuant to the *Labour Relations Code* (Alberta) or any similar legislation in any jurisdiction in which MEG or the MEG Subsidiary carries on business;

(iv) no unfair labour practice complaint, grievance or arbitration proceeding is pending or involving MEG or the MEG Subsidiary and, to the knowledge of MEG, neither MEG nor the MEG Subsidiary has engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding has been threatened against MEG or the MEG Subsidiary;

(v) MEG and the MEG Subsidiary is in material compliance with all terms and conditions of employment and all Applicable Laws respecting employment, including pay equity, human rights, privacy, employment standards, workers' compensation and occupational health and safety in respect of the MEG Employees, and there are no outstanding actual or, to the knowledge of MEG, threatened claims, complaints, investigations or Orders under any such Laws;

(vi) the MEG Disclosure Letter sets forth a complete and accurate list, other than errors and omissions, which are not material, as of the Agreement Date of each MEG Employee, including such MEG Employee's name, date of birth, job title, job location, date of hire (including any prior agreement recognizing past service and if applicable, the relevant service date), status as to full- or part-time and active or inactive (for any inactive MEG Employees, the type of leave, leave start date and estimated leave end date), annual salary, wage rates, commissions or bonuses (including any retention or other special compensation and amounts such MEG Employee is entitled to), statutory termination notice entitlement and MEG's reasonable estimate of severance entitlement, long-term incentive entitlement, overtime eligibility, benefits (including any housing or travel benefits), vacation entitlement;

(vii) to the knowledge of MEG, each MEG Employee in Canada is lawfully entitled to work in Canada, without restriction or the requirement for any work visa or permit required;

(viii) all amounts due or accrued for all salary, wages, bonuses, commissions, vacation pay and other employee benefits in respect of MEG Employees which are attributable to the period before the Effective Date have been paid or are accurately reflected in the books and records of MEG, in all material respects;

(ix) there are no outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due or owing by MEG or the MEG Subsidiary pursuant to any workers' compensation legislation and neither MEG nor the MEG Subsidiary has been reassessed in any material respect under such legislation and, to the knowledge of MEG, no audit of MEG or the MEG Subsidiary is currently being performed pursuant to any applicable worker's compensation legislation;

(x) MEG maintains an account in good standing with all applicable Workers' Compensation Boards, in the applicable jurisdictions;

(xi) there are no material charges pending with respect to MEG or the MEG Subsidiary under OHSL. MEG and the MEG Subsidiary have complied in all material respects with the terms and conditions of the OHSL, as well as with any Orders issued under OHSL. There are no appeals of any material Orders under OHSL currently outstanding;

(xii) the MEG Disclosure Letter sets forth a complete and accurate list as of the Agreement Date of Independent Contractors who are receiving remuneration for work or services provided to MEG, including such Independent Contractors, name (and corporate entity name, if applicable), confirmation whether such Independent Contractor is providing services pursuant to a written consulting contract; and

(xiii) to the knowledge of MEG, MEG and the MEG Subsidiary have in all material respects properly classified each Independent Contractor directly engaged or retained by them in accordance with all Applicable Laws and there are no outstanding actual or, to the knowledge of MEG, threatened material claims, complaints or investigations regarding MEG or the MEG Subsidiary's classification of such Independent Contractor and contingent workers.

(vv) Insurance. Policies of insurance are in force naming MEG or the MEG Subsidiary as insureds that adequately cover all risks as are customarily covered by oil and gas producers and distributors in the industry in which MEG operates. All such policies shall remain in force and effect (subject to taking into account insurance market conditions and offerings and industry practices) and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement other than such cancellations as would not individually or in the aggregate have a Material Adverse Effect on MEG.

(ww) Indebtedness To and By Officers, Directors and Others. Neither MEG nor the MEG Subsidiary is indebted to any of its respective directors, officers, employees or consultants, or any of their respective associates or affiliates, or other parties not at arm's length, except for amounts due as normal compensation or reimbursement of ordinary business expenses, nor is there any indebtedness owing by any such parties to MEG or the MEG Subsidiary, as applicable.

(xx) Compliance with Laws. MEG and the MEG Subsidiary has complied with and are not in violation of any Applicable Laws other than non-compliance or violations which would, individually or in the aggregate, not have a Material Adverse Effect on MEG.

(yy) Restrictions on Business Activities. There is no judgment, injunction or Order binding upon MEG that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing MEG's business, operations or assets or result in, individually or in the aggregate, a Material Adverse Change or significantly impact the ability of MEG to consummate the Arrangement.

(zz) Possession of Intellectual Property. (i) MEG and the MEG Subsidiary own with good and valid title thereto, free and clear of all Encumbrances, or have the full right or license to use, and to continue to use, the Intellectual Property Rights owned (or purported to be owned) by or used by either of them in the operation, conduct or maintenance of their respective businesses in the manner presently operated, conducted and maintained (collectively, the "**MEG IP**"); (ii) the MEG IP is sufficient for MEG and the MEG Subsidiary to operate, conduct and maintain their respective business in the manner presently operated, conducted and maintained; (iii) neither the operation, conduct or maintenance by MEG or the MEG Subsidiary of their

respective business in the manner presently operated, conducted and maintained, nor the use by MEG or the MEG Subsidiary of the MEG IP in respect thereto infringes, misappropriates, misuses or violates the Intellectual Property Rights of any third party, or breaches any duty or obligation owed to any third party; (iv) except as disclosed in writing by MEG to Purchaser, neither MEG nor the MEG Subsidiary has received any written notice, complaint, threat or claim alleging: (A) the infringement, misappropriation, misuse or violation by it of any Intellectual Property Right of any third party or breach of any duty or obligation owed to any third party; or (B) that MEG and the MEG Subsidiary does not own the MEG IP or, in the case of MEG IP which is licensed to MEG or the MEG Subsidiary, as the case may be, that it does not have the right to use such Intellectual Property Rights in connection with the operation, conduct and maintenance of their business in the manner presently operated, conducted and maintained; (v) MEG and the MEG Subsidiary has used and continue to use reasonable commercial efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect the MEG IP; (vi) the entering into of this Agreement will not trigger any material change of control payments or fees under any material license agreements, including, without limitation, seismic license agreements; (vii) the Information Technology owned, licensed, leased or used by MEG and the MEG Subsidiary (collectively, the "**MEG IT**") meets or exceeds industry standards for performance and security, and adequately satisfies the data processing and other computing needs of the respective businesses and operations of MEG and the MEG Subsidiary as presently operated, conducted and maintained; (viii) MEG and the MEG Subsidiary: (A) have and continue to use reasonable commercial efforts to protect the security and integrity of the MEG IT and the information thereon; and (B) have adopted administrative, procedural, physical and technological safeguards (including disaster recovery and business continuity plans), which are consistent with or exceed current industry standards, to adequately and properly ensure the protection of their respective business; (ix) MEG and the MEG Subsidiary have collected, used, disclosed, stored, and otherwise processed all Personal Information under their custody and control materially in accordance with applicable data protection and privacy Laws; (x) to the knowledge of MEG, all necessary assignments and waivers have been obtained from all MEG Employees, Independent Contractors, consultants, and any other persons who have contributed to the creation or development of any of the MEG IP, and without limiting the foregoing, all authors of any works included in the MEG IP have expressly waived, in writing, any and all moral rights they may have in such works, to the fullest extent permitted by Applicable Law, including under the *Copyright Act* (Canada); (xi) with the exception of registrations or applications abandoned in the ordinary course of business, all registrations and applications for registration of Intellectual Property Rights owned by MEG or the MEG Subsidiary are subsisting and in good standing, and all maintenance and renewal fees due prior to the Effective Date have been paid; (xii) MEG has not granted any material licenses, options, or rights to any third party to use, enforce, or acquire any MEG IP; (xiii) there is no pending or threatened litigation, opposition, cancellation, re-examination, or other proceeding or challenge relating to any MEG IP; and (xiv) MEG and the MEG Subsidiary are in material compliance with all applicable open source software license terms and have not used any open source software in a manner that would require the disclosure, licensing, or distribution of any proprietary source code of MEG or the MEG Subsidiary, or that would otherwise subject any proprietary software of MEG or the MEG Subsidiary to any open source license obligations; in each case, other than non-compliance with or violations of the representations and warranties provided in this Section (zz)(i)-(xiv) which would, individually or in the aggregate, not have a Material Adverse Effect on MEG.

(aaa) Corrupt Practices and Trade Legislation.

(i) Neither MEG nor the MEG Subsidiary, or any of their respective directors, officers, agents, employees or affiliates acting in their capacity as such, have, directly or indirectly, (A) made or authorized, or promised to make or authorize, any contribution, payment or gift of funds, property or other thing of value to any official, employee or agent of any governmental agency, authority or instrumentality (including government-owned or –controlled businesses) of any jurisdiction or any official or employee of any public international organization, state-owned enterprise, or a close relative thereof, or (B) made, or promised to make, or authorized any contribution, payment or gift of funds, property or other thing of value to any candidate for public office, to any political party, political party official or employee, in either case, where either the payment or the purpose of such contribution, payment, gift or other thing of value is to improperly influence any government action or decision or to secure an improper advantage for the purpose of obtaining or retaining business,

or was, is, or would be prohibited under Anti-Corruption Laws applicable to MEG or the MEG Subsidiary and their respective operations and have instituted and maintained policies and procedures reasonably designed to promote compliance with applicable Anti-Corruption Laws. No action, suit or proceeding before any court or any arbitrator involving MEG or the MEG Subsidiary with respect to the Anti-Corruption Laws is ongoing or, to the knowledge of MEG, pending or threatened or has been pending or threatened. To the knowledge of MEG, there have been no investigations by any governmental agency, authority or body involving MEG or the MEG Subsidiary with respect to the Anti-Corruption Laws, nor are any ongoing or pending or threatened or have been pending or threatened.

(ii) Since August 21, 2018, the operations of MEG and the MEG Subsidiary is and have been conducted at all times in material compliance with applicable statutory and regulatory financial recordkeeping and reporting requirements, the accurate books and records requirements of Anti-Corruption Laws, and Money Laundering Laws. No action, suit or proceeding before any court or any arbitrator involving MEG or the MEG Subsidiary with respect to the Money Laundering Laws is ongoing or, to the knowledge of MEG, pending or threatened or has been pending or threatened. To the knowledge of MEG, there have been no investigations by any governmental agency, authority or body involving MEG or the MEG Subsidiary with respect to the Money Laundering Laws, nor are ongoing or pending or threatened or have been pending or threatened.

(iii) Neither MEG nor the MEG Subsidiary, nor to the knowledge of MEG, any director, officer, agent, employee or affiliate thereof has been the target of Economic Sanctions; and neither MEG nor the MEG Subsidiary is in violation of any of the applicable Economic Sanctions, including, for greater certainty, Economic Sanctions that restrict oil and gas sector investments and trade in oil and gas sector equipment to certain destinations such as Russia, Iran and Syria, or is conducting or has conducted business with any Person who is the target of any Economic Sanctions or, to the knowledge of MEG, any Person who is owned (including through, held, or controlled by such a Person).

(iv) There have been no material inaccurate or fictitious entries made in the books or records of MEG or the MEG Subsidiary (to the extent such books or records are kept in connection with the books and records of MEG or the MEG Subsidiary) relating to any secret or unrecorded fund or any unlawful payment, gift, political or charitable contribution or other thing of value or advantage, and neither MEG nor the MEG Subsidiary, or, to the knowledge of MEG, their affiliates, have directly or indirectly established or maintained a secret or unrecorded fund.

(v) MEG: (A) maintains systems of accounting and internal controls sufficient to provide reasonable assurances that: (1) the books and records of MEG and the MEG Subsidiary accurately and fairly reflect the transactions of MEG and the MEG Subsidiary, as applicable, in reasonable detail; (2) transactions are executed in accordance with management's general or specific authorization; and (3) transactions are recorded as necessary to maintain accountability for assets; (B) maintains a risk-based system of accounting and compliance controls sufficient to ensure that both entity's financial statements are accurately and fairly stated and to monitor, prevent, detect and report transactions violating any Applicable Law that prohibits corruption or bribery; and (C) has instituted policies and procedures in relation to business conduct and ethics required by Applicable Law and otherwise reasonably sufficient to provide reasonable assurances that the businesses of MEG and the MEG Subsidiary is conducted without any of the actions described in clause (i)(A) and (i)(B) of this Section (aaa) and, to the knowledge of MEG, there has not been any material breach of such policies or procedures.

(vi) Without limiting the generality of the foregoing, MEG and the MEG Subsidiary, and each of their respective officers and employees, and each of their respective consultants, agents and representatives, acting in their capacity as such, is in material compliance with all Applicable Laws relating to lobbying activities and campaign contributions, if any, and all filings required to be made under any Applicable Law relating to such lobbying activities and campaign contributions are

accurate and have been properly filed with the appropriate Governmental Authority in all material respects.

(vii) For the avoidance of doubt, any reference to "other thing of value" in this Section (aaa) includes meals, entertainment, travel and lodging.

(viii) For purposes of this Section (aaa) only, "affiliates" means those affiliates acting in connection with the properties, assets or business of MEG and/or the MEG Subsidiary, as applicable.

**APPENDIX C**

**INTERIM ORDER**

[See attached]

Clerk's stamp

| | |
|---|---|
| COURT FILE NUMBER | 2501- |
| COURT | COURT OF KING'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| MATTER | IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9, AS AMENDED<br><br>AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING MEG ENERGY CORP., CENOVUS ENERGY INC. AND THE SHAREHOLDERS OF MEG ENERGY CORP. |
| APPLICANT | MEG ENERGY CORP. |
| RESPONDENTS | Not Applicable |
| DOCUMENT | **INTERIM ORDER** |


| | |
|---|---|
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Burnet, Duckworth & Palmer LLP<br>2400, 525 – 8th Avenue S.W.<br>Calgary, Alberta T2P 1G1<br>Lawyer: Paul Chiswell<br>Phone Number: (403) 260-0201<br>Fax Number: (403) 260-0332<br>Email Address: pchiswell@bdplaw.com<br>File No. 67236-47 |


| | |
|---|---|
| **DATE ON WHICH ORDER WAS PRONOUNCED:** | September 9, 2025 |
| **NAME OF JUDGE WHO MADE THIS ORDER:** | The Honourable Justice M.E. Burns |
| **LOCATION OF HEARING:** | Edmonton, Alberta |

**UPON** the Originating Application (the "**Originating Application**") of MEG Energy Corp. (the "**Applicant**" or "**MEG**") for an Order under Section 193(4) of the *Business Corporations Act*, RSA 2000, c B-9, as amended (the "**ABCA**") in respect of a plan of arrangement under Section 193(1)(f) of the ABCA;

**AND UPON** reading the Originating Application, the affidavit of Robert R. Rooney, KC, the Chair of the Special Committee of the Board of Directors of MEG, sworn September 8, 2025 (the "**Affidavit**") and the documents referred to therein;

**AND UPON** being advised that it is the intention of the Applicant and Cenovus Energy Inc. ("**Cenovus**") to rely upon Section 3(a)(10) of the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), as a basis for an exemption from the registration requirements of the U.S. Securities Act with respect to the common shares of Cenovus issued under the proposed Arrangement (as defined herein) based on the Court's approval of the Arrangement;

**AND UPON** being advised that notice of the Originating Application has been given to the Registrar (the "**Registrar**") appointed under Section 263 of the ABCA;

**AND UPON** hearing counsel for the Applicant;

**FOR THE PURPOSES OF THIS ORDER:**

(a) the capitalized terms not defined in this Order (the "**Order**") shall have the meanings attributed to them in the draft management information circular and proxy statement of the Applicant (the "**Circular**") which is attached as Exhibit "A" to the Affidavit; and

(b) all references to "**Arrangement**" used herein mean the arrangement as set forth in the plan of arrangement attached as Schedule "A" to the Arrangement Agreement, which is attached as Appendix B to the Circular.

**IT IS HEREBY ORDERED THAT:**

**General**

1. The Applicant shall seek approval of the Arrangement as described in the Circular by the holders (the "**Shareholders**") of common shares of MEG (the "**MEG Shares**") in the manner set forth below.

**The MEG Meeting**

2. The Applicant shall call and conduct a special meeting (the "**MEG Meeting**") on or about October 9, 2025 at 9:00 a.m. (Calgary time) to be held in hybrid format, with the in person portion of the meeting to be held at Brookfield Place, Suite 1400, 225 – 6 Avenue S.W., Calgary, Alberta, T2P 3S9 and the virtual portion to be conducted via live webcast. All further references to "in person" or "present" in respect of the MEG Meeting shall be read as providing for attendance physically in person or virtually via the live webcast. At the

MEG Meeting, the Shareholders will consider and vote upon a special resolution to approve the Arrangement substantially in the form attached as Appendix A to the Circular (the "**MEG Transaction Resolution**") and such other business as may properly be brought before the MEG Meeting or any adjournment or postponement thereof, all as more particularly described in the Circular.

3. A quorum at the MEG Meeting shall be two persons present in person, each being a Shareholder entitled to vote thereat or a duly appointed proxyholder or representative for a Shareholder so entitled, holding or representing by proxy at least twenty-five percent (25%) of the MEG Shares entitled to vote at the MEG Meeting. If a quorum is present at the opening of the MEG Meeting, the Shareholders present or represented may proceed with the business of the MEG Meeting notwithstanding that a quorum is not present throughout the MEG Meeting. If a quorum is not present at the opening of the MEG Meeting, the Shareholders present or represented by proxy may adjourn the MEG Meeting to a fixed time and place but may not transact any other business. No notice of the adjourned MEG Meeting other than by announcement at the time of adjournment is required and, if at such adjourned MEG Meeting a quorum is not present, the Shareholders present in person or by proxy, shall be a quorum for all purposes.

4. Each MEG Share entitled to be voted at the MEG Meeting will entitle the holder to one vote at the MEG Meeting in respect of the MEG Transaction Resolution and any other matters to be considered at the MEG Meeting.

5. The record date for Shareholders entitled to receive notice of and to vote at the MEG Meeting is September 8, 2025 (the "**Record Date**") and will not change in respect, or as a consequence, of any adjournment or postponement of the MEG Meeting, unless ordered by the Court or required by Applicable Law. Only Shareholders whose names have been entered in the register of MEG Shares as at the close of business on the Record Date will be entitled to receive notice of and to vote at the MEG Meeting. Such Shareholders of record will be entitled to vote those MEG Shares included in the list of Shareholders prepared as at the Record Date. If a Shareholder transfers MEG Shares after the Record Date and the transferee of those MEG Shares, having produced properly endorsed certificates evidencing such MEG Shares or having otherwise established that the transferee owns such MEG Shares, demands, at least 10 days before the MEG Meeting, that the transferee's name be included in the list of Shareholders entitled to vote at the

MEG Meeting, such transferee shall be entitled to vote such MEG Shares at the MEG Meeting.

6. The MEG Meeting shall be called, held and conducted in accordance with the applicable provisions of the ABCA, the articles and by-laws of the Applicant in effect at the relevant time, the rulings and directions of the Chair of the MEG Meeting, this Order and any further Order of this Court. To the extent that there is any inconsistency or discrepancy between this Order and the ABCA or the articles or by-laws of the Applicant, the terms of this Order shall govern.

7. MEG is authorized and directed to send the Circular and other materials relating to the MEG Meeting to the Shareholders as described in this Order.

**Conduct of the MEG Meeting**

8. The Chair of the MEG Board or, in his absence, the Chair of the Special Committee, or in his absence, any other director of the MEG Board shall be Chair of the MEG Meeting. If no such person is present within fifteen (15) minutes from the time fixed for holding the MEG Meeting, or declines to be Chair of the MEG Meeting, the persons present and entitled to vote shall choose one of their number to be Chair of the MEG Meeting.

9. The only persons entitled to attend the MEG Meeting shall be Shareholders or their authorized proxy holders, the Applicant's directors and officers and its auditors, the Applicant's legal counsel, the directors and officers, representatives and legal counsel of Cenovus, the scrutineer of the MEG Meeting and its representatives and such other persons who may be permitted to attend by the Chair of the MEG Meeting.

10. The number of votes required to pass the MEG Transaction Resolution shall be not less than 66⅔% of the votes cast by Shareholders present in person or represented by proxy at the MEG Meeting.

11. To be valid, a proxy must be deposited with Computershare Trust Company of Canada in the manner and by the deadline described in the Circular.

12. Any proxy that is properly signed and dated but which does not contain voting instructions shall be deemed to be voted in favour of the MEG Transaction Resolution.

13. The accidental omission to give notice of the MEG Meeting or the non-receipt of the notice

shall not constitute a breach of this Order, nor shall it invalidate any resolution passed or proceedings taken at the MEG Meeting.

14. The MEG Meeting may be adjourned or postponed, or held at a different venue, on one or more occasions by the Applicant, whether or not a quorum is present, and for such period or periods of time as the Applicant deems advisable (in each case subject to the terms of the Arrangement Agreement), without the necessity for additional approval of the Court, or first convening the MEG Meeting or first obtaining any vote of the Shareholders in respect of the adjournment, postponement or change of venue. Notice of any such adjournment, postponement or change of venue may be given by such method as the Applicant determines is appropriate in the circumstances. Notwithstanding Section 133(2) of the ABCA, the record date for any such adjourned or postponed MEG Meeting shall be the Record Date. If the MEG Meeting is adjourned or postponed or the venue is changed in accordance with this Order, the references to the MEG Meeting in this Order shall be deemed to be the MEG Meeting as adjourned, postponed or held at a different venue, as the context allows.

**Amendments to the Arrangement**

15. The Applicant and Cenovus are authorized to make such amendments, revisions or supplements to the Arrangement as they may together determine necessary or desirable, provided that such amendments, revisions or supplements are made in accordance with and in the manner contemplated by the Arrangement and the Arrangement Agreement. The Arrangement so amended, revised or supplemented shall be deemed to be the Arrangement submitted to the MEG Meeting and the subject of the MEG Transaction Resolution, without need to return to this Court to amend this Order.

**Amendments to Meeting Materials**

16. The Applicant is authorized to make such amendments, revisions or supplements ("**Additional Information**") to the Circular, applicable form of proxy (the "**Form of Proxy**"), notice of special meeting ("**Notice of Meeting**"), form of letter of transmittal and election form ("**Letter of Transmittal**") and notice of Originating Application ("**Notice of Originating Application**") and other similar documents (collectively, the "**Meeting Materials**"), as it may determine, and MEG may disclose such Additional Information, including any material changes, by the method and in the time most reasonably

practicable in the circumstances as determined by MEG (including, without limitation, by news release, newspaper advertisement or by notice sent to the Shareholders by any of the means the Meeting Materials are otherwise sent to such holders), and MEG need not observe the 21 day or other meeting notice requirements required under Applicable Laws. Without limiting the generality of the foregoing, if any material change or material fact arises between the date of this Order and the date of the MEG Meeting, which change or fact, if known prior to mailing of the Circular, would have been disclosed in the Circular, then:

(a) MEG shall advise the Shareholders of the material change or material fact by disseminating a news release in accordance with Applicable Laws;

(b) provided that the foregoing news release describes the applicable material change or material fact in reasonable detail, MEG shall not be required to deliver an amendment to the Circular to the Shareholders or otherwise give notice to the Shareholders of the material change or material fact other than dissemination and filing of such news release; and

(c) unless determined to be advisable by MEG, MEG shall not be required to adjourn or otherwise postpone the MEG Meeting, as applicable, as a result of the disclosure of any Additional Information, including any material change or material fact, as contemplated by this paragraph 16.

**Dissent Rights**

17. Registered Shareholders are, subject to the provisions of this Order and the Arrangement, accorded the right to dissent under Section 191 of the ABCA with respect to the MEG Transaction Resolution and the right to be paid an amount equal to the fair value of their MEG Shares by MEG in respect of which such right to dissent was validly exercised.

18. In order for a registered Shareholder (a "**Dissenting Shareholder**") to exercise such Dissent Rights under Section 191 of the ABCA:

(a) notwithstanding subsection 191(5) of the ABCA, the Dissenting Shareholder's written objection to the MEG Transaction Resolution must be received by the Applicant, care of its counsel Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8 Avenue, S.W., Calgary, Alberta, T2P 1G1, Attention: Paul Chiswell, by email at

pchiswell@bdplaw.com, by 5:00 p.m. (Calgary time) on October 2, 2025 (or if the MEG Meeting is adjourned or postponed, no later than 5:00 p.m.(Calgary time) on the Business Day that is five (5) Business Days prior to the date on which the MEG Meeting is reconvened or held, as the case may be);

(b) a vote against the MEG Transaction Resolution, whether in person or by proxy, or an abstention, shall not constitute a written objection to the MEG Transaction Resolution as required under paragraph 18(a) herein;

(c) a Dissenting Shareholder shall not have voted his, her or its MEG Shares at the MEG Meeting, either by proxy or in person, in favour of the MEG Transaction Resolution;

(d) MEG shall be required to pay the amount described in subsection 191(3) of the ABCA (to the extent modified and supplemented by this Order) to a registered Shareholder who duly and validly exercises Dissent Rights and is ultimately entitled to be paid fair value for the Dissenting Shareholder's MEG Shares;

(e) a registered Shareholder may not exercise Dissent Rights in respect of only a portion of the Shareholder's MEG Shares, but may dissent only with respect to all of the MEG Shares held by such registered Shareholder or on behalf of any one Beneficial Shareholder and registered in the Dissenting Shareholder's name; and

(f) the exercise of such Dissent Rights must otherwise comply with the requirements of Section 191 of the ABCA, as modified and supplemented by this Order and the Arrangement.

19. The fair value of the MEG Shares to which a Dissenting Shareholder may be entitled pursuant to the Arrangement shall be determined as of the close of business, in respect of the MEG Shares, on the last Business Day before the day on which the MEG Transaction Resolution is approved by the Shareholders and shall be paid to the Dissenting Shareholders by MEG as contemplated by the Arrangement and this Order.

20. Dissenting Shareholders who validly exercise their Dissent Rights, as set out in paragraphs 17 and 18 above, and who:

(a) are determined to be entitled to be paid the fair value of their MEG Shares, shall

be deemed to have transferred such MEG Shares as of the Effective Time, without any further act or formality and free and clear of any Encumbrances to MEG in exchange for the right to be paid the fair value of their MEG Shares; or

(b) are, for any reason (including, for clarity, any withdrawal by any Dissenting Shareholder of their dissent) determined not to be entitled to be paid the fair value for their MEG Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder and such MEG Shares will be deemed to have transferred such MEG Shares free and clear of all Encumbrances to MEG in exchange for the Consideration contemplated under the Arrangement,

but in no event shall the Applicant, Cenovus or any other person be required to recognize such Shareholders as holders of MEG Shares after the Effective Time, and the names of such Shareholders shall be removed from the register of MEG Shares.

21. Subject to further Order of this Court, the rights available to Shareholders under the ABCA, this Order and the Arrangement to dissent from the MEG Transaction Resolution shall constitute full and sufficient Dissent Rights for the Shareholders with respect to the MEG Transaction Resolution.

22. Notice to the registered Shareholders of their Dissent Rights with respect to the MEG Transaction Resolution and to receive, subject to the provisions of the ABCA, this Order and the Arrangement, the fair value of the MEG Shares to which a Dissenting Shareholder is entitled pursuant to the Arrangement shall be sufficiently given by including information with respect to this right as set forth in the Circular which is to be sent to Shareholders in accordance with paragraph 23 of this Order.

**Notice**

23. The Circular, substantially in the form attached as Exhibit "A" to the Affidavit, with such amendments thereto as counsel to the Applicant may determine necessary or desirable (provided such amendments are not inconsistent with the terms of this Order), and including the Notice of Meeting, the Form of Proxy, Letter of Transmittal, the Notice of Originating Application and this Order, together with any other communications or documents determined by the Applicant to be necessary or advisable, shall be sent to those registered Shareholders who hold MEG Shares as of the Record Date, the directors of the Applicant, the auditors of the Applicant and the Registrar by one or more of the

following methods:

(a) in the case of registered Shareholders, by prepaid ordinary mail, courier or delivery in person, at least 21 days prior to the date of the MEG Meeting at the addresses for such holders recorded in the applicable records of MEG at the close of business on the Record Date and in calculating the 21-day period, the date of mailing or delivery shall be included and the date of the MEG Meeting shall be excluded;

(b) in the case of non-registered Shareholders, by providing sufficient copies of the Meeting Materials to intermediaries in accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators;

(c) in the case of the directors and auditors of MEG, by email, ordinary mail, courier or delivery in person, addressed to the individual directors or firm of auditors, as applicable, not later than 21 days prior to the date of the MEG Meeting; and

(d) in the case of the Registrar, by email to corp.reg@gov.ab.ca, courier or delivery in person, addressed to the Registrar not later than 21 days prior to the date of the MEG Meeting.

24. Delivery of the Meeting Materials in the manner directed by this Order shall be deemed to be good and sufficient service upon the Shareholders, the directors and auditors of the Applicant and the Registrar of:

(a) the Originating Application;

(b) this Order;

(c) the Notice of the Meeting;

(d) the Circular; and

(e) the Notice of Originating Application.

**Solicitation of Proxies**

25. MEG is authorized to use the Form of Proxy enclosed with the Circular, subject to its ability to insert dates and other relevant information in the final form of such proxy. MEG is

authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents, including Morrow Sodali (Canada) Ltd., or representatives as MEG may retain for that purpose, and such solicitation may be by mail or such other forms of personal and electronic communication as they may determine.

26. Pursuant to the terms and conditions of the Arrangement Agreement, Cenovus is also permitted, at Cenovus's expense, to solicit proxies, directly or through a proxy solicitation firm that Cenovus may retain for that purpose, and such solicitation may be by mail or such other forms of personal and electronic communication as they may determine.

**Final Application**

27. Subject to further Order of this Court, and provided that the Shareholders have approved the Arrangement in the manner directed by this Court and the directors of the Applicant have not revoked their approval, the Applicant may proceed with an application for a final Order of the Court approving the Arrangement (the "**Final Order**") on October 14, 2025 at 2:00 p.m. (Calgary time) or as soon thereafter as counsel may be heard. Subject to the Final Order and to the issuance of the proof of filing of the Articles of Arrangement, the Applicant, Cenovus, all Shareholders and all other persons affected will be bound by the Arrangement in accordance with its terms.

28. Any Shareholder or other interested party (each an "**Interested Party**") desiring to appear and make submissions at the application for the Final Order is required to file with this Court and serve upon the Applicant, on or before 5:00 p.m. (Calgary time) on October 2, 2025 (or the Business Day that is five (5) Business Days before the date of the MEG Meeting if it is not held on October 9, 2025), a notice of intention to appear ("**Notice of Intention to Appear**") including the Interested Party's address for service (or alternatively, a facsimile number for service by facsimile or an email address for service by electronic mail), indicating whether such Interested Party intends to support or oppose the application or make submissions at the application, together with a summary of the position such Interested Party intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. Service of this notice on the Applicant shall be effected by service upon the solicitors for the Applicant, Burnet, Duckworth & Palmer LLP, Suite 2400, 525 – 8 Avenue S.W., Calgary, Alberta, T2P 1G1, Attention: Paul Chiswell or by email at pchiswell@bdplaw.com.

29. In the event that the application for the Final Order is adjourned, only those parties appearing before this Court for the Final Order, and those Interested Parties serving a Notice of Intention to Appear in accordance with paragraph 28 of this Order, shall have notice of the adjourned date.

**Leave to Vary Interim Order**

30. The Applicant is entitled at any time to seek leave to vary this Order upon such terms and the giving of such notice as this Court may direct.

**Extra-Territorial Assistance**

31. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Order.

**Court Filed Documents**

32. A signed copy of this Order shall be sufficient to provide with the Circular and other Meeting Materials, as directed herein, even if it does not yet bear a filing stamp from the Court of King's Bench of Alberta.

(signed) *"Justice M.E. Burns"*

Justice of the Court of King's Bench of Alberta

# APPENDIX D

## BMO FAIRNESS OPINION

[See attached]

BMO Capital Markets

August 21, 2025

The Board of Directors
MEG Energy Corp.
2100, 600 – 3 Avenue SW
Calgary, Alberta, T2P 0G5

To the Board of Directors of MEG Energy Corp.:

BMO Nesbitt Burns Inc. ("BMO Capital Markets" or "we" or "us") understands that MEG Energy Corp. (the "Company") and Cenovus Energy Inc. (the "Acquiror") propose to enter into an arrangement agreement to be dated August 21, 2025 (the "Arrangement Agreement") pursuant to which, among other things, the Acquiror will acquire all of the outstanding common shares in the capital of the Company ("Shares") (the "Transaction"). The Transaction will be effected by way of a plan of arrangement under the *Business Corporations Act* (Alberta) (the "Arrangement"). Pursuant to the Arrangement, each holder of Shares (a "Shareholder") will have the option to elect to receive: (i) C$27.25 in cash per Share ("Cash Consideration"); (ii) 1.325 common shares of the Acquiror per Share ("Share Consideration"); or (iii) a combination of Cash Consideration and Share Consideration for such Shareholder's Shares, subject to rounding as set out in the Arrangement Agreement and pro-ration based on a maximum amount of $5,198,851,090.31 in cash and a maximum of 84,262,724 common shares of the Acquiror (collectively, the "Consideration"). We are expressing no opinion as to the pro-ration procedures and limitations provided for in the Arrangement Agreement. The terms and conditions of the Arrangement will be summarized in the Company's management information circular (the "Circular") to be mailed to Shareholders in connection with a special meeting of the Shareholders to be held to consider and, if deemed advisable, approve the Arrangement.

We have been retained to provide financial advice to the Company, including our opinion (the "Opinion") to the board of directors of the Company (the "Board of Directors") as to the fairness, from a financial point of view, of the Consideration to be received by the Shareholders pursuant to the Arrangement.

***Engagement of BMO Capital Markets***

The Company initially contacted BMO Capital Markets regarding a potential advisory assignment in April 2025. BMO Capital Markets was formally engaged by the Company pursuant to an engagement agreement effective April 29, 2025 (the "Engagement Agreement"). Under the terms of the Engagement Agreement, BMO Capital Markets has agreed to provide the Company and the Board of Directors with various advisory services in connection with the Arrangement including, among other things, the provision of the Opinion.

BMO Capital Markets will receive a fixed fee for rendering the Opinion. The payment of the fee for rendering the Opinion is not dependent on the completion of the Arrangement or the conclusion reached in the Opinion. We will also receive certain fees for our advisory services under the

Engagement Agreement, a substantial portion of which is contingent upon the completion or non-completion of the Arrangement or any alternate transaction. The Company has also agreed to reimburse us for our reasonable out-of-pocket expenses and to indemnify us against certain liabilities that might arise out of our engagement.

***Credentials of BMO Capital Markets***

BMO Capital Markets is one of North America's largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a financial advisor in a significant number of transactions throughout North America involving public and private companies in various industry sectors, including the oil & gas sector, and has extensive experience in preparing fairness opinions.

The Opinion represents the opinion of BMO Capital Markets, the form and content of which have been approved for release by a committee of our officers who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

***Independence of BMO Capital Markets***

Neither BMO Capital Markets, nor any of our affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Alberta) or the rules made thereunder) of the Company, the Acquiror, or any of their respective associates or affiliates (collectively, the "Interested Parties").

BMO Capital Markets has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the past two years, other than: (i) acting as financial advisor to the Company and the Board of Directors pursuant to the Engagement Agreement; (ii) acting as administrative agent, collateral agent and joint lead arranger and joint bookrunner in connection with the Company's current $600 million syndicated revolving credit facility, (iii) acting as sole bilateral lender in connection with the Company's current $600 million letter of credit facility, (iv) acting as broker with respect to the Company's normal-course issuer bids in 2023, 2024 and 2025, (v) providing various cash management, commodities and trading product services to the Company; with respect to the Acquiror, (vi) acting as co-documentation agent in connection with the Acquiror's committed credit facility that consists of a $2.2 billion tranche maturing on June 26, 2027, and a $3.3 billion tranche maturing on June 26, 2028, (vii) acting as sole bilateral lender in connection with the Acquiror's current $275 million letter of credit facility, (viii) acting as joint dealer manager in connection with the Acquiror's $1.0 billion tender for eight series of notes due 2027-2047, which closed in October 2023, (ix) providing various trading product services to the Acquiror; and with respect to Husky Midstream Limited Partnership ("HMLP"), an entity partially owned and operated by the Acquiror, (x) acting as lender in connection with HMLP's current $400 million syndicated term loan A, (xi) acting as lender in connection with HMLP's current $400 million syndicated term loan B, (xii) acting as lender in connection with HMLP's current $500 million syndicated revolving credit facility, (xiii) acting as passive bookrunner in HMLP's $400 million senior unsecured notes offering which closed in December 2024, (xiv) providing various trading product services to HMLP.

Other than as set forth above, there are no understandings, agreements or commitments between BMO Capital Markets and any of the Interested Parties with respect to future business dealings. BMO Capital Markets may, in the future, in the ordinary course of business, provide financial advisory, investment banking, or other financial services to one or more of the Interested Parties from time to time. BMO Capital Markets or one or more of our affiliates may provide financing services to the Acquiror in connection with the Arrangement, for which services BMO Capital Markets or such affiliate would receive compensation.

BMO Capital Markets and certain of our affiliates act as traders and dealers, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of one or more of the Interested Parties and, from time to time, may have executed or may execute transactions on behalf of one or more Interested Parties for which BMO Capital Markets or such affiliates received or may receive compensation. As investment dealers, BMO Capital Markets and certain of our affiliates conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to one or more of the Interested Parties or the Arrangement. In addition, Bank of Montreal ("BMO"), of which BMO Capital Markets is a wholly-owned subsidiary, or one or more affiliates of BMO, may provide banking or other financial services to one or more of the Interested Parties in the ordinary course of business.

***Scope of Review***

In connection with rendering the Opinion, we have reviewed and relied upon, or carried out, among other things, the following:

1. a draft of the Arrangement Agreement dated as of August 20, 2025;

2. a draft of the form of voting support agreements (the "Support Agreements") dated August 20, 2025, between the Acquiror and each of the directors and officers of the Company;

3. certain publicly available information relating to the business, operations, financial condition and trading history of the Company, and the Acquiror and other selected public companies we considered relevant;

4. take-over bid circular of Strathcona Resources Ltd. dated as of May 30, 2025;

5. directors' circular of the Company dated June 13, 2025;

6. certain internal financial, operating, corporate and other information prepared or provided by or on behalf of the Company relating to the business, operations and financial condition of the Company;

7. internal management forecasts, projections, estimates and budgets prepared or provided by or on behalf of management of the Company;

8. discussions with management of the Company relating to the Company's current business, plans, financial condition and prospects;

9. information disclosed by the Company related to the independent engineering report prepared by GLJ Ltd. for the Company and effective December 31, 2024;

10. information disclosed by the Acquiror based on McDaniel & Associates Consultants Ltd. and GLJ Ltd. reserve estimates for the Acquiror and effective December 31, 2024;

11. discussions with legal counsel to the Company;

12. public information with respect to selected precedent oil sands and thermal transactions we considered relevant;

13. historical commodity prices and the impact of various commodity pricing assumptions on the business, prospects and financial forecasts of the Company and the Acquiror;

14. various reports published by equity research analysts, industry sources and credit rating agencies we considered relevant;

15. a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which the Opinion is based, addressed to us and dated as of the date hereof, provided by senior officers of the Company; and

16. such other information, investigations, analyses and discussions as we considered necessary or appropriate in the circumstances.

BMO Capital Markets has not, to the best of its knowledge, been denied access by the Company to any information under the Company's control requested by BMO Capital Markets.

***Assumptions and Limitations***

We have relied upon and assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions, representations and other material obtained by us from public sources or provided to us by or on behalf of the Company or otherwise obtained by us in connection with our engagement (the "Information"). The Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to, and have not assumed any obligation to, independently verify the completeness, accuracy or fair presentation of any such Information. We have assumed that forecasts, projections, estimates and budgets provided to us and used in our analyses were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgments of management of the Company, having regard to the Company's business, plans, financial condition and prospects.

Senior officers of the Company have represented to BMO Capital Markets in a letter of representation delivered as of the date hereof, among other things, that: (i) the Information in respect of the Company or any of its subsidiaries provided to BMO Capital Markets orally by, or in the presence of, an officer or employee of, the Company, or in writing by the Company or any of its subsidiaries (as defined in National Instrument 45-106 – *Prospectus Exemptions*) or any of its or their representatives in connection with our engagement was, at the date the Information was provided to BMO Capital Markets, and is, as of the date hereof, complete, true and correct in all material respects, and did not and does not contain a misrepresentation (as defined in the *Securities*

*Act* (Alberta)); and (ii) since the dates on which the Information was provided to BMO Capital Markets, except as disclosed in writing to BMO Capital Markets, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or any of its subsidiaries, and no change has occurred in the Information or any part thereof which would have or which could reasonably be expected to have a material effect on the Opinion.

In preparing the Opinion, we have assumed that (i) the executed Arrangement Agreement and related schedules and the Support Agreements will not differ in any material respect from the drafts that we reviewed, (ii) the Arrangement will be consummated in accordance with the terms and conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that is in any way material to our analyses, (iii) the representations and warranties in the Arrangement Agreement are true and correct as of the date hereof, and (iv) any governmental, regulatory or other consents and approvals necessary for the consummation of the Arrangement will be obtained without any material adverse effect on the contemplated benefits expected to be derived from the Arrangement.

The Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the condition and prospects, financial and otherwise, of the Company and the Acquiror as they are reflected in the Information and as they have been represented to BMO Capital Markets in discussions with management of the Company and its representatives. In our analyses and in preparing the Opinion, BMO Capital Markets made numerous judgments and assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond our control or that of any party involved in the Arrangement.

The Opinion is provided to the Board of Directors for its exclusive use only in considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without our prior written consent. The Opinion does not constitute a recommendation as to how any Shareholder should vote or act on any matter relating to the Arrangement. Except for the inclusion of the Opinion in its entirety and a summary thereof (in a form acceptable to us) in the Circular, the Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without our prior written consent.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of the securities or assets of the Company, the Acquiror, or of any of their affiliates, and the Opinion should not be construed as such. The Opinion is not, and should not be construed as, advice as to the price at which the securities of the Company or the Acquiror may trade at any time. BMO Capital Markets was not engaged to review any legal, tax or regulatory aspects of the Arrangement and the Opinion does not address any such matters. We have relied upon, without independent verification, the assessment by the Company and its legal and tax advisors with respect to such matters. In addition, this Opinion does not address the relative merits of the Arrangement as compared to any other strategic alternatives that may be available to the Company.

The Opinion is rendered as of the date hereof and BMO Capital Markets disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come or be brought to the attention of BMO Capital Markets after the date hereof. Without

limiting the foregoing, if we learn that any of the information we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, BMO Capital Markets reserves the right to change or withdraw the Opinion.

***Conclusion***

Based upon and subject to the foregoing, BMO Capital Markets is of the opinion that, as of the date hereof, the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders.

Yours truly,

**BMO Nesbitt Burns Inc.**

# APPENDIX E

## RBC FAIRNESS OPINION

[See attached]

RBC Capital Markets

**RBC Dominion Securities Inc.**
3900, 888 - 3rd Street SW, Calgary, Alberta T2P 5C5
Telephone: 403-299-7111
Fax: 403-299-6900

August 21, 2025

The Special Committee of the Board of Directors
MEG Energy Corp.
2100, 600 – 3 Avenue SW
Calgary, Alberta, Canada
T2P 0G5

To the Special Committee and the Board of Directors:

RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, understands that MEG Energy Corp. (the "Company") and Cenovus Energy Inc. ("Cenovus") propose to enter into an agreement (the "Arrangement Agreement") that contemplates a plan of arrangement (the "Arrangement"), pursuant to which Cenovus will, among other things, acquire all of the issued and outstanding common shares of the Company (the "Common Shares") in exchange for consideration consisting of, at the election of each of the holders of Common Shares (the "Shareholders"), $27.25 in cash or 1.325 common shares of Cenovus (the "Cenovus Shares") per Common Share held, or a combination of cash and Cenovus Shares, subject to rounding and pro-ration based on a maximum amount of $5,198,851,090.31 of cash and a maximum of 84,262,724 Cenovus Shares (collectively, the "Consideration"). The terms of the Arrangement will be more fully described in a management information circular (the "Circular"), which will be mailed to the Shareholders in connection with the Arrangement.

RBC further understands that the board of directors (the "Board") of the Company has formed a special committee comprised of independent directors (the "Special Committee") to consider the Arrangement and make recommendations thereon to the Board. The Special Committee has retained RBC to provide advice and assistance to the Special Committee in evaluating the Arrangement, including the preparation and delivery, to the Special Committee and the Board, of RBC's opinion (the "Fairness Opinion") as to the fairness of the Consideration pursuant to the Arrangement from a financial point of view to the Shareholders. RBC has not prepared a valuation of the Company or any of its securities or assets and the Fairness Opinion should not be construed as such.

**Engagement**

The Special Committee initially contacted RBC regarding a potential advisory assignment in May 2025, and RBC was formally engaged by the Special Committee through an agreement between the Special Committee and RBC (the "Engagement Agreement") dated May 19, 2025. The terms of the Engagement Agreement provide that RBC is to be paid a fee for its services as financial advisor, including fees that are contingent on a change of control of the Company or certain other events, including the non-completion of an unsolicited take-over bid for the Common Shares. In addition, RBC is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by the Company in certain circumstances. RBC consents to the inclusion of the Fairness Opinion in its entirety and a summary thereof in the Circular and to the filing thereof, as necessary, by the Company with the securities commissions or similar regulatory authorities in each province and territory of Canada.

RBC acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of the Company, Cenovus or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it received or may receive compensation. As an investment dealer, RBC conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Company, Cenovus or any of their respective associates and affiliates or the Arrangement.

**Credentials of RBC Capital Markets**

RBC is one of Canada's largest investment banking firms, with operations in all facets of corporate and government finance, corporate banking, mergers and acquisitions, equity and fixed income sales and trading and investment research. RBC Capital Markets also has significant operations in the United States and internationally. The Fairness Opinion expressed herein represents the opinion of RBC and the form and content herein have been approved for release by a committee of its directors, each of whom is experienced in merger, acquisition, divestiture and fairness opinion matters.

**Scope of Review**

In connection with the Fairness Opinion, we have reviewed and relied upon or carried out, among other things, the following:

1. the most recent draft, dated August 20, 2025, of the Arrangement Agreement;
2. audited financial statements of each of the Company and Cenovus for each of the five years ended December 31, 2020 to December 31, 2024;
3. the unaudited interim reports of each of the Company and Cenovus for the quarters ended March 31, 2025 and June 30, 2025;
4. annual reports of each of the Company and Cenovus for each of the two years ended December 31, 2023 and December 31, 2024;
5. the Notice of Annual Meeting of Shareholders and Management Information Circulars of each of the Company and Cenovus for each of the two years ended December 31, 2023 and December 31, 2024;
6. annual information forms of each of the Company and Cenovus for each of the two years ended December 31, 2023 and December 31, 2024;
7. unaudited historical operating and financial information of each of the Company and Cenovus for each of the five years ended December 31, 2020 to December 31, 2024;
8. the unaudited monthly budget of the Company prepared by management of the Company for the year ending December 31, 2025;
9. unaudited projected financial information for the Company prepared by management of the Company for the years ending December 31, 2025 through December 31, 2075;
10. independent reserves and resources assessment and evaluation of the Christina Lake oil sands property of the Company prepared by GLJ Ltd., effective as of December 31, 2024;
11. discussions with senior management of the Company;
12. discussions with the Special Committee;
13. discussions with the Special Committee's legal counsel;
14. discussions with the Company's financial advisor;
15. discussions with the Company's legal counsel;

16. public information relating to the business, operations, financial performance and stock trading history of the Company, Cenovus and other selected public companies considered by us to be relevant;
17. public information with respect to other transactions of a comparable nature considered by us to be relevant;
18. public information regarding the Canadian oil sands and global oil and gas industries;
19. representations contained in a certificate addressed to us, dated as of the date hereof, from senior officers of the Company as to the completeness and accuracy of the information upon which the Fairness Opinion is based; and
20. such other corporate, industry and financial market information, investigations and analyses as RBC considered necessary or appropriate in the circumstances.

RBC has not, to the best of its knowledge, been denied access by the Company to any information requested by RBC.

**Assumptions and Limitations**

With the Special Committee's approval and as provided for in the Engagement Agreement, RBC has relied upon the completeness, accuracy and fair presentation of all of the financial (including, without limitation, the financial statements of the Company) and other information, data, advice, opinions or representations obtained by it from public sources, senior management of the Company, and their consultants and advisors (collectively, the "Information"). The Fairness Opinion is conditional upon such completeness, accuracy and fair presentation of such Information. Subject to the exercise of professional judgment and except as expressly described herein, we have not attempted to verify independently the completeness, accuracy or fair presentation of any of the Information.

Senior officers of the Company have represented to RBC in a certificate delivered as of the date hereof, among other things, that (i) the Information (as defined above) provided to RBC orally by, or in the presence of, any officer or employee of the Company, or in writing by the Company, any of its affiliates (as such term is defined in National Instrument 62-104 *Take-Over Bids and Issuer Bids* of the Canadian Securities Administrators) or any of their respective agents or advisors, for the purpose of preparing the Fairness Opinion was, at the date provided to RBC, and is at the date hereof complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact, and did not and does not omit to state any material fact necessary to make the Information, or any statement contained therein, not misleading in light of the circumstances in which it was provided to RBC; and that (ii) since the dates on which the Information was provided to RBC, except as disclosed in writing to RBC, there has been no material change or change in material facts, financial or otherwise, in or relating to the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or any of its subsidiaries, and there has been no material change in the Information or other material change or change in material facts, in each case, that might reasonably be considered material to the Fairness Opinion.

In preparing the Fairness Opinion, RBC has made several assumptions, including that all of the conditions required to implement the Arrangement will be met.

The Fairness Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as at the date hereof and the condition and prospects, financial and otherwise, of the Company**,** Cenovus and their respective subsidiaries and affiliates, as they were reflected in the Information and as they have been represented to RBC in discussions with management of the Company. In its analyses and in preparing the Fairness Opinion, RBC made numerous

assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of RBC or any party involved in the Arrangement.

The Fairness Opinion has been provided for the use of the Special Committee and the Board and may not be used by any other person or relied upon by any other person other than the Special Committee and the Board without the express prior written consent of RBC. The Fairness Opinion is given as of the date hereof and RBC disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Fairness Opinion which may come or be brought to RBC's attention after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Fairness Opinion after the date hereof, RBC reserves the right to change, modify or withdraw the Fairness Opinion.

RBC believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Fairness Opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. The Fairness Opinion is not to be construed as a recommendation to any Shareholder as to whether to vote in favour of the Arrangement.

**Conclusion**

Based upon and subject to the foregoing, RBC is of the opinion that, as of the date hereof, the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view to the Shareholders.

Yours very truly,

RBC Dominion Securities Inc.

**RBC DOMINION SECURITIES INC.**

# APPENDIX F

## SECTION 191 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

Pursuant to the ABCA, MEG Shareholders have the right to dissent in respect of the MEG Transaction Resolution in accordance with section 191 of the ABCA. Such right to dissent is described in the Notice of Special Meeting. The full text of section 191 of the ABCA is set forth below.

191(1) Subject to sections 192 and 242, a holder of shares of any class of a corporation may dissent if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue or transfer of shares of that class,

(b) amend its articles under section 173 to add, change or remove any restrictions on the business or businesses that the corporation may carry on,

(b.1) amend its articles under section 173 to add or remove an express statement establishing the unlimited liability of shareholders as set out in section 15.2(1),

(c) amalgamate with another corporation, otherwise than under section 184 or 187,

(d) be continued under the laws of another jurisdiction under section 189, or

(e) sell, lease or exchange all or substantially all its property under section 190.

(2) A holder of shares of any class or series of shares entitled to vote under section 176, other than section 176(1)(a), may dissent if the corporation resolves to amend its articles in a manner described in that section.

(3) In addition to any other right the shareholder may have, but subject to subsection (20), a shareholder entitled to dissent under this section and who complies with this section is entitled to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the last business day before the day on which the resolution from which the shareholder dissents was adopted.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the shareholder or on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation a written objection to a resolution referred to in subsection (1) or (2)

(a) at or before any meeting of shareholders at which the resolution is to be voted on, or

(b) if the corporation did not send notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent, within a reasonable time after the shareholder learns that the resolution was adopted and of the shareholder's right to dissent.

(6) An application may be made to the Court after the adoption of a resolution referred to in subsection (1) or (2),

(a) by the corporation, or

(b) by a shareholder if the shareholder has sent an objection to the corporation under subsection (5),

to fix the fair value in accordance with subsection (3) of the shares of a shareholder who dissents under this section, or to fix the time at which a shareholder of an unlimited liability corporation who dissents under this section ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(7) If an application is made under subsection (6), the corporation shall, unless the Court otherwise orders, send to each dissenting shareholder a written offer to pay the shareholder an amount considered by the directors to be the fair value of the shares.

(8) Unless the Court otherwise orders, an offer referred to in subsection (7) shall be sent to each dissenting shareholder

(a) at least 10 days before the date on which the application is returnable, if the corporation is the applicant, or

(b) within 10 days after the corporation is served with a copy of the application, if a shareholder is the applicant.

(9) Every offer made under subsection (7) shall

(a) be made on the same terms, and

(b) contain or be accompanied with a statement showing how the fair value was determined.

(10) A dissenting shareholder may make an agreement with the corporation for the purchase of the shareholder's shares by the corporation, in the amount of the corporation's offer under subsection (7) or otherwise, at any time before the Court pronounces an order fixing the fair value of the shares.

(11) A dissenting shareholder

(a) is not required to give security for costs in respect of an application under subsection (6), and

(b) except in special circumstances must not be required to pay the costs of the application or appraisal.

(12) In connection with an application under subsection (6), the Court may give directions for

(a) joining as parties all dissenting shareholders whose shares have not been purchased by the corporation and for the representation of dissenting shareholders who, in the opinion of the Court, are in need of representation,

(b) the trial of issues and interlocutory matters, including pleadings and questioning under Part 5 of the *Alberta Rules of Court*,

(c) the payment to the shareholder of all or part of the sum offered by the corporation for the shares,

(d) the deposit of the share certificates with the Court or with the corporation or its transfer agent,

(e) the appointment and payment of independent appraisers, and the procedures to be followed by them,

(f) the service of documents, and

(g) the burden of proof on the parties.

(13) On an application under subsection (6), the Court shall make an order

(a) fixing the fair value of the shares in accordance with subsection (3) of all dissenting shareholders who are parties to the application,

(b) giving judgment in that amount against the corporation and in favour of each of those dissenting shareholders,

(c) fixing the time within which the corporation must pay that amount to a shareholder, and

(d) fixing the time at which a dissenting shareholder of an unlimited liability corporation ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(14) On

(a) the action approved by the resolution from which the shareholder dissents becoming effective,

(b) the making of an agreement under subsection (10) between the corporation and the dissenting shareholder as to the payment to be made by the corporation for the shareholder's shares, whether by the acceptance of the corporation's offer under subsection (7) or otherwise, or

(c) the pronouncement of an order under subsection (13),

whichever first occurs, the shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shareholder's shares in the amount agreed to between the corporation and the shareholder or in the amount of the judgment, as the case may be.

(15) Subsection (14)(a) does not apply to a shareholder referred to in subsection (5)(b).

(16) Until one of the events mentioned in subsection (14) occurs,

(a) the shareholder may withdraw the shareholder's dissent, or

(b) the corporation may rescind the resolution,

and in either event proceedings under this section shall be discontinued.

(17) The Court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder, from the date on which the shareholder ceases to have any rights as a shareholder by reason of subsection (14) until the date of payment.

(18) If subsection (20) applies, the corporation shall, within 10 days after

(a) the pronouncement of an order under subsection (13), or

(b) the making of an agreement between the shareholder and the corporation as to the payment to be made for the shareholder's shares,

notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(19) Notwithstanding that a judgment has been given in favour of a dissenting shareholder under subsection (13)(b), if subsection (20) applies, the dissenting shareholder, by written notice delivered to the corporation within 30 days after receiving the notice under subsection (18), may withdraw the shareholder's notice of objection, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to the shareholder's full rights as a shareholder, failing which the shareholder retains a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a

liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(20) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due, or

(b) the realizable value of the corporation's assets would by reason of the payment be less than the aggregate of its liabilities.

# APPENDIX G

## INFORMATION CONCERNING MEG ENERGY CORP.

## NOTICE TO READER

Unless the context indicates otherwise, capitalized terms which are used in this Appendix G and not otherwise defined in this Appendix G have the meanings given to such terms under the heading "*Glossary of Terms*" in this Circular.

## FORWARD-LOOKING STATEMENTS

This Appendix G and the documents incorporated by reference herein contain forward-looking statements or forward-looking information within the meaning of Applicable Canadian Securities Laws (collectively, "**forward-looking statements**").

In addition to the cautionary statement below, with respect to forward-looking statements contained in the documents incorporated by reference herein, readers should refer to "*Forward-Looking Statements*" in this Circular, "*Forward-Looking Information*" in the MEG Annual Circular, "*Notice Regarding Forward-Looking Information*" in the MEG AIF, "*Forward-Looking Information*" in the MEG Interim MD&A, and "*Forward-Looking Information*" in the MEG Annual MD&A, as well as the advisories section of any documents incorporated by reference in this Circular, including those that are filed after the date hereof.

The forward-looking statements contained or incorporated by reference in this Appendix G reflects several material factors and expectations and assumptions made by MEG as of the date of such information. MEG believes the material factors, expectations and assumptions reflected in the forward-looking statements are reasonable as of the time of such statements but no assurance can be given that these factors, expectations and assumptions will prove to be correct, and such forward-looking statements included in this Appendix G and the documents incorporated by reference herein should not be unduly relied upon.

MEG's actual results could differ materially from those anticipated in the forward-looking statements as a result of both known and unknown risks, including the risk factors set forth under the heading "*Risk Factors*" in this Circular, the MEG AIF, and the MEG Annual MD&A which are incorporated by reference herein.

## DOCUMENTS INCORPORATED BY REFERENCE

**Information in respect of MEG has been incorporated by reference in this Appendix G from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from MEG's Investor Relations department by email at invest@megenergy.com or at Suite 2100, 600 – 3rd Avenue S.W., Calgary, Alberta, T2P 0G5 (telephone (403) 767-0515) and are also available electronically on the SEDAR+ issuer profile for MEG at www.sedarplus.ca.**

The following documents of MEG filed with the various securities commissions or similar authorities in each of the provinces of Canada where MEG is a reporting issuer, are specifically incorporated by reference into and form an integral part of this Appendix G and this Circular:

(a) the MEG AIF;

(b) the MEG Annual Financial Statements;

(c) the MEG Annual MD&A;

(d) the MEG Interim Financial Statements;

(e) the MEG Interim MD&A;

(f) the MEG Annual Circular;

(g) the material change report of MEG dated June 23, 2025; and

(h) the material change report of MEG dated September 2, 2025.

Any documents of the type required by National Instrument 51-102 – *Continuous Disclosure Obligations* and National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference in this Circular, including any material change reports (excluding confidential reports), comparative interim financial statements and comparative annual financial statements (together with the auditors' report thereon), management's discussion and analysis, business acquisition reports and information circulars filed by MEG, as the case may be, with the securities commissions or similar authorities in the provinces of Canada subsequent to the date of this Circular and prior to the MEG Meeting shall be deemed to be incorporated by reference in this Appendix G.

**Any statement contained in this Circular or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Circular to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein 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 that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, 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 in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Circular.**

## MEG

MEG is an energy company focused on *in situ* thermal oil production in the southern Athabasca oil region of Alberta, Canada. MEG is actively developing innovative enhanced oil recovery projects that utilize steam-assisted gravity drainage extraction methods to improve the economic recovery of oil. MEG transports and sells thermal oil (known as Access Western Blend or "AWB") to customers throughout North America and internationally.

The Corporation was incorporated on March 9, 1999, under the ABCA and is a reporting issuer under the Applicable Canadian Securities Laws of each Province and Territory of Canada. The MEG Shares are listed and posted for trading on the TSX under the symbol "MEG". MEG's head office is located at Suite 2100, 600 – 3rd Avenue S.W., Calgary, Alberta, Canada T2P 0G5 and its registered office is located at 4500, 855 – 2nd Street S.W., Calgary, Alberta, Canada T2P 4K7.

For further information regarding MEG and its business activities, including MEG's intercorporate relationships and organizational structure, see the MEG AIF, which is incorporated by reference in this Circular and available on MEG's issuer profile on SEDAR+ at wwwsedarplus.ca. Readers are encouraged to review this information as it contains important information about MEG.

## RECENT DEVELOPMENTS

### Revised Strathcona Offer

On September 8, 2025, Strathcona issued a news release announcing its intention to make the Revised Strathcona Offer, which, as described in such news release, would offer consideration to MEG Shareholders of 0.80 of a Strathcona Share for each MEG Share held. As of the date of this Circular, Strathcona had not yet filed a notice of variation, which is required to formally vary its offer and would include the full particulars and conditions of its revised offer.

On September 8, 2025, MEG issued a press release acknowledging Strathcona's intention to make the Revised Strathcona Offer. The Special Committee and the MEG Board will evaluate and respond to the Revised Strathcona Offer on or before September 15, 2025. The MEG Board has not made any determination with respect to the Revised Strathcona Offer as of the date hereof.

**The Arrangement**

On August 21, 2025 MEG entered into the Arrangement Agreement with Cenovus, pursuant to which, among other things, Cenovus will acquire (subject to customary closing conditions for a transaction of this nature, including, among other things, approval of the Court, approval of the MEG Shareholders of the MEG Transaction Resolution and receipt of the Key Regulatory Approvals) all of the issued and outstanding MEG Shares and MEG will become a direct wholly-owned subsidiary of Purchaser. If the Arrangement is completed, MEG Shareholders (other than Dissenting Shareholders) will transfer their MEG Shares to Cenovus, in the manner set forth in the Plan of Arrangement, and will receive for each full MEG Share, total Consideration of $27.25 per MEG Share, consisting of, at the election of such MEG Shareholder: (i) the Cash Consideration, being $27.25 in cash per MEG Share; (ii) the Share Consideration, being 1.325 Purchaser Shares per MEG Share; or (iii) a combination of Cash Consideration and Share Consideration for such MEG Shareholder's MEG Shares, subject to rounding and proration based on the Cash Maximum and the Share Maximum. The Cash Maximum and the Share Maximum are $5,198,851,090.31 and 84,262,724 Purchaser Shares, respectively.

The aggregate Consideration payable to MEG Shareholders under the Arrangement for MEG is approximately $7.9 billion, including the assumption of MEG's debt.

For a detailed description of the Arrangement, including the Consideration payable for the MEG Shares and the conditions that must be satisfied or waived prior to completion of the Arrangement, see "*The Arrangement*" in this Circular.

**Increase to Quarterly Dividend and Production Update**

On July 31, 2025, MEG announced that the MEG Board had approved, among other items, a 10% increase in the quarterly cash dividend to $0.11 per MEG Share payable on October 15, 2025, to MEG Shareholders of record as of September 12, 2025. MEG also reported production of 63,502 barrels per day at a steam-oil ratio of 2.38, reflecting the impact of a planned turnaround and delays caused by wildfires. Despite a twelve-day delay, MEG returned to pre-turnaround production rates within two weeks of restarting operations. July production averaged over 109,000 barrels per day with the newest pad, consisting of 16 well pairs, expected to produce first oil in the third quarter of 2025.

**Unsolicited Take-Over Offer**

On May 30, 2025, the Original Strathcona Offer was made. The MEG Board has unanimously recommended that MEG Shareholders reject the Original Strathcona Offer by taking no action and not tender their MEG Shares to the Original Strathcona Offer. Information for MEG shareholders about MEG's prospects and the MEG Board's analysis, deliberations and recommendations can be found under "*The Arrangement – Background to the Arrangement*" and "*The Arrangement – Reasons for the Arrangement*" in this Circular, and within the MEG Directors' Circular, which is available on MEG's SEDAR+ issuer profile at www.sedarplus.ca.

**Successful Completion of Major Turnaround of Christina Lake Facility**

During the second quarter of 2025, MEG successfully completed the major planned turnaround of the Christina Lake facility on time and on budget. The scope included a key milestone in the Facility Expansion Project with over 150 key tie-ins completed during turnaround to minimize future production interruptions.

## DESCRIPTION OF MEG SHARES

MEG is authorized to issue an unlimited number of MEG Shares without nominal or par value and an unlimited number of preferred shares, issuable in series. As at September 8, 2025, there were 254,378,035 MEG Shares issued and outstanding and no preferred shares were issued and outstanding.

A description of MEG's share capital is set forth under the section entitled "*Description of Capital Structure*" in the MEG AIF, which is incorporated by reference herein and available on MEG's issuer profile on SEDAR+ at www.sedarplus.ca.

## DIVIDENDS

On July 25, 2024, MEG declared its inaugural cash dividend of $0.10 per MEG Share, paid on October 15, 2024 to shareholders of record at the close of business on September 17, 2024. Concurrently with such declaration, the MEG Board approved the initiation of a base dividend program pursuant to which MEG intends to pay a cash dividend each quarter.

MEG has paid the following dividends since announcing its inaugural cash dividend:

| Record Date | Payment Date | Amount |
|---|---|---|
| September 17, 2024 | October 15, 2024 | $0.10 |
| December 16, 2024 | January 15, 2025 | $0.10 |
| March 20, 2025 | April 15, 2025 | $0.10 |
| June 16, 2025 | July 15, 2025 | $0.10 |

Additionally, MEG declared a dividend of $0.11 per MEG Share payable on October 15, 2025 to holders of MEG Shares of record as of September 12, 2025.

Any decision to declare and pay dividends in the future will be made at the discretion of the MEG Board and will depend on, among other things, MEG's results of operations, current and anticipated cash requirements and surplus, financial condition, contractual restrictions, solvency tests imposed by corporate law, the prevailing business environment and other factors that the MEG Board may deem relevant.

## CONSOLIDATED CAPITALIZATION

There has been no material change in the share and loan capital of MEG since June 30, 2025, the date of the MEG Interim Financial Statements. Readers should also refer to the MEG Interim Financial Statements and the MEG Interim MD&A, which are incorporated by reference herein and available on MEG's issuer profile on SEDAR+ at www.sedarplus.ca, for additional information with respect to MEG's consolidated capitalization.

## PRIOR SALES

During the past 12-month period, the only MEG Shares and securities convertible or exchangeable into MEG Shares issued by MEG were: (i) 1,334,075 MEG Shares issued upon the vesting of MEG Treasury-Settled RSUs and MEG Treasury-Settled PSUs, having an average issuance price of $24.52 per share; and (ii) the issuance of 1,004,680 MEG Treasury-Settled RSUs and 877,393 MEG Treasury-Settled PSUs. The MEG Treasury-Settled RSUs and MEG Treasury-Settled PSUs are issued at the 5-day volume-weighted average price at the time such security is granted.

## PRICE RANGE AND VOLUME OF TRADING OF MEG SHARES

The MEG Shares are listed and posted for trading on the TSX under the symbol "MEG". If the Arrangement is completed, it is anticipated that the MEG Shares will be de-listed from the TSX. The MEG Shares began trading on the TSX on August 6, 2010. Prior thereto, no securities of MEG were traded on any exchange.

The following table sets forth, for the periods indicated, the reported high and low daily trading prices and the aggregate volume of trading for MEG Shares on the TSX for the 12 months prior to the date of this Circular.

| | Price Range | | |
|---|---|---|---|
| **TSX Trading** | **High ($)** | **Low ($)** | **Volume** |
| September 2024 | 26.43 | 23.22 | 39,840,232 |
| October 2024 | 28.37 | 24.85 | 36,561,953 |
| November 2024 | 27.44 | 24.54 | 36,729,853 |
| December 2024 | 25.43 | 22.02 | 35,355,061 |
| January 2025 | 25.89 | 22.89 | 51,474,594 |
| February 2025 | 24.53 | 21.43 | 58,563,914 |
| March 2025 | 25.59 | 19.77 | 57,628,264 |
| April 2025 | 25.44 | 17.00 | 47,664,881 |
| May 2025 | 28.64 | 18.99 | 44,817,715 |
| June 2025 | 27.22 | 24.09 | 24,731,419 |
| July 2025 | 28.05 | 24.79 | 15,111,365 |
| August 2025 | 28.29 | 25.60 | 29,156,112 |
| September 1-8, 2025 | 29.05 | 28.13 | 8,546,473 |

The closing price of the MEG Shares on the TSX on May 15, 2025, being the date on which Strathcona announced its intention to commence the Original Strathcona Offer, was $21.30. On August 21, 2025, the last trading day prior to the public announcement of the Arrangement, the closing price of MEG Shares on the TSX was $27.56. On September 8, 2025 the last trading day prior to the date of this Circular, the closing price of MEG Shares on the TSX was $29.02.

## RISK FACTORS

For certain risk factors with respect to the business and affairs of MEG, see the sections entitled "*Risk Factors*" in the MEG AIF and the MEG Annual MD&A. For certain risk factors related specifically to the Arrangement, see the section entitled "*Risk Factors*" in this Circular. Such information does not purport to be an exhaustive list. If any of the identified risks were to materialize, MEG's business, financial position, results and/or future operations may be materially affected. Additional risks and uncertainties not presently known to MEG, or which MEG currently deems immaterial, may also have an adverse effect upon MEG. Readers should carefully review and consider all other information contained in this Circular and in the documents incorporated by reference before making an investment decision and consult their own professional advisors when necessary.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as described in this Circular (including the documents incorporated by reference herein), MEG is not aware of any interest, direct or indirect, of any "Informed Person" (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of MEG, or any associate or affiliate of any Informed Person, in any transaction since January 1, 2024 or in any proposed transaction which has materially affected or would materially affect MEG.

## MATERIAL CONTRACTS

Other than as disclosed in this Circular or the documents incorporated by reference herein, during the twelve months prior to the date of this Circular, MEG has not entered into any contracts, nor are there any contracts still in effect, that are material to MEG's business, other than: (a) contracts entered into in the ordinary course of business; (b) the Arrangement Agreement entered into on August 21, 2025; and (c) the MEG Shareholder Rights Plan described under the section entitled "*Description of Capital Structure – Common Shares*" in the MEG AIF.

Copies of such material contracts are available electronically on the SEDAR+ issuer profile for MEG at www.sedarplus.ca.

## AUDITORS, TRANSFER AGENT AND REGISTRAR

The auditors of the Corporation are PricewaterhouseCoopers LLP, Chartered Professional Accountants, 111 – 5th Avenue S.W., Suite 2900, Calgary, Alberta, T2P 5L3.

The transfer agent and registrar for the MEG Shares is Computershare Investor Services Inc. at its principal offices located at 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6.

## INTERESTS OF EXPERTS

The following persons and companies have prepared certain sections of this Circular and/or Appendices attached hereto as described below, or are named as having prepared or certified a report, statement or opinion in or incorporated by reference in this Circular.

| Name of Person or Company | Nature of Relationship |
|---|---|
| PricewaterhouseCoopers LLP(1) | Auditors of MEG |
| GLJ(2) | Independent qualified reserves evaluator of MEG |
| BMO Capital Markets(2) | Author of the BMO Fairness Opinion |
| RBC Capital Markets(2) | Author of the RBC Fairness Opinion |
| BD&P(2) | Author of certain Canadian tax opinions as set out in "*Certain Canadian Federal Income Tax Considerations*" |

**Notes**:

(1) PricewaterhouseCoopers LLP are the auditors of MEG Energy Corp. PricewaterhouseCoopers LLP has advised that it is independent within the meaning of the Rules of Professional Conduct with Guidance Chartered Professional Accountants of Alberta.

(2) To the knowledge of MEG, none of the persons or companies so named above (or any of the designated professionals thereof) held securities representing more than 1% of all issued and outstanding MEG Shares as at the date of the statement, report or valuation in question, and none of the designated professionals of the persons above is or is expected to be elected, appointed or employed as a director, officer or employee of MEG, Cenovus or of any associate or affiliate of MEG or Cenovus, as applicable.

## ADDITIONAL INFORMATION

Additional information relating to MEG is available on SEDAR+ at www.sedarplus.ca. Financial information in respect of MEG and its affairs is provided in the MEG Annual Financial Statements, the MEG Annual MD&A, the MEG Interim Financial Statements and the MEG Interim MD&A. Additional information, including directors' and officers' remuneration and the securities authorized for issuance under equity compensation plans, is contained in the MEG AIF and the MEG Annual Circular. Copies of the documents incorporated herein by reference may be obtained on request without charge from MEG's Investor Relations department by email at invest@megenergy.com or at Suite 2100, 600 – 3rd Avenue S.W., Calgary, Alberta, T2P 0G5 (telephone (403) 767-0515) and are also available electronically on the SEDAR+ issuer profile for MEG at www.sedarplus.ca.

# APPENDIX H

## INFORMATION CONCERNING CENOVUS ENERGY INC.

## NOTICE TO READER

Unless the context indicates otherwise, capitalized terms which are used in this Appendix H and not otherwise defined in this Appendix H have the meanings given to such terms under the heading "*Glossary of Terms*" in the Circular.

## FORWARD-LOOKING STATEMENTS

Certain statements contained in this Appendix H, and in certain documents incorporated by reference in this Appendix H, constitute forward-looking statements or forward-looking information (collectively, "**forward-looking statements**") within the meaning of Applicable Canadian Securities Laws and Applicable U.S. Securities Laws, including the *U.S. Private Securities Litigation Reform Act of 1995*. Such forward-looking statements relate to future events or Cenovus's future performance. See "*Forward-Looking Statements*" in this Circular. Readers should also carefully consider the matters and cautionary statements discussed under the heading "*Pro Forma Information Concerning Purchaser*", and under the heading "*Risk Factors*" in this Appendix H and the Purchaser Annual MD&A.

## GENERAL

Cenovus is a Canadian-based integrated energy company headquartered in Calgary, Alberta. Cenovus was formed under the CBCA on November 30, 2009, pursuant to a plan of arrangement under the CBCA. On January 1, 2021, Cenovus and Husky Energy Inc. ("**Husky**") closed a transaction to combine the two companies through a plan of arrangement (the "**Husky Arrangement**") under the ABCA. In connection with the Husky Arrangement, Cenovus amended its articles on December 30, 2020, to create eight series of cumulative redeemable preferred shares. On March 31, 2021, and December 30, 2021, Cenovus amalgamated with its wholly-owned subsidiaries, Husky and Husky Oil Operations Limited, respectively, by way of vertical short-form amalgamation. Cenovus's head and registered office is located at 4100, 225 – 6 Avenue S.W., Calgary, Alberta, Canada T2P 1N2.

Cenovus is one of the largest Canadian-based crude oil and natural gas producers, with upstream operations in Canada and the Asia Pacific region, and one of the largest Canadian-based refiners and upgraders, with downstream operations in Canada and the U.S. Cenovus's upstream operations include oil sands projects in northern Alberta; thermal and conventional crude oil, natural gas and natural gas liquids ("**NGLs**") projects across Western Canada; crude oil production offshore Newfoundland and Labrador; and natural gas and NGLs production offshore China and Indonesia. Cenovus's downstream operations include upgrading and refining operations in Canada and the U.S., and commercial fuel operations across Canada. Cenovus's operations involve activities across the full value chain to develop, produce, refine, transport and market crude oil, natural gas and refined petroleum products in Canada and internationally. Cenovus's physically and economically integrated upstream and downstream operations help it mitigate the impact of volatility in light-heavy crude oil price differentials and contribute to its net earnings by capturing value from crude oil, natural gas and NGLs production through to the sale of finished products such as transportation fuels.

The Purchaser Shares and Purchaser Warrants are listed on the TSX and NYSE. The series 1 Purchaser First Preferred Shares and series 2 Purchaser First Preferred Shares are listed on the TSX.

For further information regarding Cenovus, its subsidiaries and their respective business activities, including Cenovus's intercorporate relationships and organizational structure, see the Purchaser AIF, which is incorporated by reference in this Circular and available on Cenovus's SEDAR+ issuer profile at www.sedarplus.ca. Readers are encouraged to thoroughly review the Purchaser AIF as it contains important information about Cenovus.

## DOCUMENTS INCORPORATED BY REFERENCE

Information in respect of Cenovus has been incorporated by reference in this Circular from documents filed with the applicable securities regulatory authorities and with the SEC. Copies of the documents incorporated by reference in this Circular may be obtained on request without charge from Cenovus's Corporate Secretary at 225 – 6 Avenue S.W.,

PO Box 766, Calgary, Alberta, Canada T2P 0M5, Telephone: (403) 766-2000. These documents are also available through the internet on SEDAR+, which can be accessed at www.sedarplus.ca and on EDGAR, which can be accessed at www.sec.gov.

As of the date hereof, the following documents filed with, or furnished to, the applicable securities regulatory authorities and with the SEC are specifically incorporated by reference in, and form an integral part of, this Circular:

(a) the Purchaser AIF;

(b) the management information circular of Cenovus dated March 12, 2025 in connection with an annual meeting of shareholders of Cenovus held on May 8, 2025;

(c) the Purchaser Annual Financial Statements;

(d) the Purchaser Annual MD&A;

(e) the Purchaser Interim Financial Statements;

(f) the Purchaser Interim MD&A; and

(g) the material change report of Cenovus dated September 2, 2025, relating to the Arrangement.

Any documents of the type required by National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference in this Circular, including any annual information form, annual financial statements (together with the auditor's report thereon), information circular, interim financial statements, management's discussion and analysis, material change reports (excluding confidential material change reports) or business acquisition reports filed by Cenovus with the securities commissions or similar authorities in the relevant provinces and territories of Canada subsequent to the date of this Circular and prior to the Effective Time, shall be deemed to be incorporated by reference in this Circular. These documents are available through the internet on SEDAR+ at www.sedarplus.ca. Unless specifically incorporated by reference in this Circular, documents filed or furnished by Cenovus on SEDAR+ or EDGAR are neither incorporated by reference in this Circular. Information on or connected to Cenovus's website, even if referred to in a document incorporated by reference herein, does not constitute part of this Circular.

**Any statement contained in this Circular or in a document (or any part thereof) incorporated by reference, or deemed to be incorporated by reference, in this Circular shall be deemed to be modified or superseded for purposes of this Circular, to the extent that a statement contained herein or in any subsequently filed document (or part thereof) that also is, or is deemed to be, incorporated by reference in this Circular modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Circular. 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 that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, 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 in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Circular.**

## RECENT DEVELOPMENTS

### Asset Disposition

On September 9, 2025, Purchaser announced that it had entered into a definitive agreement for the sale, indirectly through wholly-owned subsidiaries, of its 50% interest in WRB Refining LP to its joint venture partner Phillips 66 (the "**Asset Disposition**") for aggregate gross proceeds to Purchaser of US$1.4 billion in cash, or approximately $1.9 billion, subject to

customary closing adjustments. The WRB Refining LP joint venture includes the Wood River refinery in Illinois and the Borger refinery in Texas.

The Asset Disposition is expected to close around the end of the third quarter of 2025 and is subject to customary closing conditions. The net proceeds from the Asset Disposition are expected to be used to reduce Purchaser's net debt and to accelerate returns to Purchaser Shareholders in the form of increased share repurchases.

**The Arrangement**

On August 21, 2025, Cenovus entered into the Arrangement Agreement with MEG, pursuant to which, among other things, Cenovus will acquire (subject to customary closing conditions for a transaction of this nature, including, among other things, approval of the Court, approval of the MEG Shareholders of the MEG Transaction Resolution and receipt of the Key Regulatory Approvals) all of the issued and outstanding MEG Shares and MEG will become a direct wholly-owned subsidiary of Purchaser. For additional details, see "*The Arrangement – General*" in the Circular.

## PRO FORMA CONSOLIDATED CAPITALIZATION

There have not been any material changes in the share and loan capital of Cenovus since June 30, 2025, the date of the Purchaser Interim Financial Statements. The following table sets forth the consolidated capitalization of Cenovus as at June 30, 2025, before and after being adjusted on a *pro forma* basis to give effect to: (i) the Arrangement; (ii) borrowing under the Bridge Facility; (iii) borrowing under the Term Facility in connection with the Arrangement; and (iv) the assumption of MEG's debt pursuant to the Arrangement. The following table should be read in conjunction with the Purchaser Interim Financial Statements and the Purchaser Interim MD&A, each of which is incorporated by reference in this Circular and available on Cenovus's SEDAR+ issuer profile at www.sedarplus.ca.

| | June 30, 2025 | |
|---|---|---|
| **(C$ millions, except share amounts)** | **Actual** | **Adjusted[1]** |
| **Cash & Cash Equivalents** | 2,563 | 2,758 |
| **Short-Term Borrowings** | | |
| Uncommitted Demand Facilities[2] | - | - |
| WRB Uncommitted Demand Facilities[3] | 256 | 256 |
| Bridge Facility[4] | - | 2,500 |
| **Total Short-Term Debt** | **256** | **2,756** |
| **Long-Term Debt** | | |
| Committed Credit Facility[5] | - | - |
| U.S. Dollar Denominated Unsecured Notes[6] | 5,187 | 6,006 |
| Canadian Dollar Unsecured Notes | 2,000 | 2,000 |
| Term Facility[7] | - | 2,700 |
| Debt Premiums (Discounts), Net and Transaction Costs | 54 | 51 |
| **Total Long-Term Debt** | **7,241** | **10,757** |
| **Shareholders' Equity** | | |
| Purchaser Shares[8] | 15,465 (1,805,941,925 Purchaser Shares) | 17,197 (1,890,204,649 Purchaser Shares) |
| Purchaser Preferred Shares[9] | 113 (12,000,000 Purchaser Preferred Shares) | 113 (12,000,000 Purchaser Preferred Shares) |
| Purchaser Warrants[10] | 11 (3,214,595 Purchaser Warrants) | 11 (3,214,595 Purchaser Warrants) |
| Paid in Surplus | 646 | 646 |

| | | |
|---|---|---|
| Retained Earnings | 11,522 | 11,423[11] |
| Accumulated Other Comprehensive Income | 1,645 | 1,645 |
| **Total Shareholders' Equity** | **29,402** | **31,035** |
| **Total Net Capitalization** | **34,336** | **41,790** |

**Notes:**

(1) After giving effect to: (i) the issuance of the Share Maximum being 84,262,724 Purchaser Shares and the Cash Maximum being $5,198,851,090.31 paid to former MEG Shareholders pursuant to the Arrangement; (ii) a drawdown of $2.5 billion on the Bridge Facility (assuming the entire $2.5 billion is drawn); (iii) a drawdown of $2.7 billion on the Term Facility, in each case to fund the Cash Consideration; and (iv) the assumption of MEG's debt pursuant to the Arrangement, including the MEG Notes and $195 million of cash on hand.

(2) As at June 30, 2025, Cenovus had uncommitted demand facilities of $1.7 billion in place, of which $1.4 billion may be drawn for general purposes, or the full amount may be available to issue letters of credit. As at June 30, 2025, there were outstanding letters of credit aggregating to $363 million and no direct borrowings.

(3) WRB Refining LP has uncommitted demand facilities of US$450 million that may be used to cover short-term working capital requirements, of which Cenovus's proportionate share is 50 percent. As at June 30, 2025, US$376 million was drawn on these facilities, of which Cenovus's proportionate share was US$188 million ($256 million). On September 9, 2025, Purchaser announced the Asset Disposition, pursuant to which it has agreed to sell its 50% interest in WRB Refining LP to its joint venture partner Phillips 66, which is expected to close around the end of the third quarter of 2025.

(4) Pursuant to the Debt Commitment Letter, among other things, the Initial Lenders (as defined below) committed to provide a 364 day non-revolving bridge credit facility in the aggregate principal amount of $2.5 billion (the "**Bridge Facility**"). In lieu of drawing on the Bridge Facility, in whole or in part, Cenovus may (among other things) choose to issue additional securities prior to the closing of the Arrangement, including senior unsecured debt securities of various tenures in a principal amount equal to the redemption value of the MEG Notes and the amount of the Cash Consideration which is in excess of the amount of the Term Facility. The net proceeds from the issuance of such additional securities would commensurately reduce the commitments of the Initial Lenders under the Bridge Facility and result in lower or no borrowings, under the Bridge Facility. The commitments of the Initial Lenders under the Bridge Facility may also be reduced by the net proceeds received by the Purchaser from another Financing, including a Debt Issue, from asset sales (including the Asset Disposition) or other disposition of property, or from existing credit facilities.

(5) As at June 30, 2025, Cenovus had in place a committed credit facility that consists of a $2.2 billion tranche maturing on June 26, 2027, and a $3.3 billion tranche maturing on June 26, 2028. As at June 30, 2025, no amount was drawn on either tranche of the credit facility.

(6) All United States dollar denominated debt, including the MEG Notes, has been converted to Canadian dollars using the daily average exchange rate for Canadian dollars per United States dollar, as reported by the Bank of Canada on June 30, 2025 of $1.3643 per U.S.$1.00. Upon maturity on July 15, 2025, Cenovus repaid its 5.38 percent unsecured notes with a principal of US$133 million, in full.

(7) On August 21, 2025, Cenovus entered into the Debt Commitment Letter with Canadian Imperial Bank of Commerce and JPMorgan Chase Bank, N.A., Toronto, Branch, as Joint Book Runners, Co-Lead Arrangers and as lenders (the "**Initial Lenders**"), and Canadian Imperial Bank of Commerce, as administrative agent for the lenders. Pursuant to the Debt Commitment Letter, among other things, the Initial Lenders committed to provide a non-revolving term credit facility in the aggregate principal amount of up to $2.7 billion (the "**Term Facility**"), due February 28, 2029. The proceeds of the Term Facility are expected to be used to pay a portion of the Cash Consideration and related transaction expenses. Assuming completion of the Arrangement and the Cash Maximum being $5,198,851,090.31 paid to former MEG Shareholders pursuant to the Arrangement, Cenovus expects to draw down $2.7 billion on the Term Facility.

(8) As of the date of the Arrangement Agreement, there were 1,792,772,134 Purchaser Shares issued and outstanding. From the date of the Arrangement Agreement to September 8, 2025, the Purchaser repurchased for cancellation 5,869,830 Purchaser Shares under its normal course issuer bid program. As of September 8, 2025, there were 1,785,685,530 Purchaser Shares issued and outstanding. Cenovus has an employee benefit plan trust and through an independent trustee, acquires Purchaser Shares on the open market, which are held to satisfy Cenovus's obligations under certain stock-based compensation plans. As at June 30, 2025, the Purchaser Share amount of $15.5 billion considers the reduction of the weighted average carrying value of the Purchaser Shares purchased in the employee benefit plan trust of approximately $34 million. This represents approximately 1,779,000 Purchaser Shares.

(9) As of the date of the Arrangement Agreement, there were 10,739,654 series 1 Purchaser First Preferred Shares and 1,260,346 series 2 Purchaser First Preferred Shares issued and outstanding. As of September 8, 2025, there were 10,739,654 series 1 Purchaser First Preferred Shares and 1,260,346 series 2 Purchaser First Preferred Shares issued and outstanding.

(10) As of the date of the Arrangement Agreement, there were 3,206,395 Purchaser Warrants outstanding. As of September 8, 2025, there were 3,163,249 Purchaser Warrants outstanding. The exercise price of the Purchaser Warrants is $6.54 per Purchaser Share. The Purchaser Warrants expire on January 1, 2026.

(11) Includes the estimated impact of costs associated with the transaction.

## DESCRIPTION OF SHARE CAPITAL

Cenovus is authorized to issue an unlimited number of Purchaser Shares and Purchaser Preferred Shares not exceeding, in aggregate, 20% of the number of issued and outstanding Purchaser Shares. As at September 8, 2025, there were approximately 1,785,685,530 Purchaser Shares, 10,739,654 series 1 Purchaser First Preferred Shares and 1,260,346 series 2 Purchaser First Preferred Shares issued and outstanding.

The holders of Purchaser Shares are entitled to: (i) receive dividends if, as and when declared by Purchaser Board; (ii) receive notice of, to attend, and to vote on the basis of one vote per common share held, at all meetings of shareholders;

and (iii) participate in any distribution of Purchaser's assets in the event of liquidation, dissolution or winding up or other distribution of its assets among its shareholders for the purpose of winding up its affairs.

For a description of the Purchaser Shares, Purchaser First Preferred Shares and Purchaser Second Preferred Shares, see "*Description of Capital Structure*" in the Purchaser AIF, which is incorporated by reference in this Circular and available on Cenovus's SEDAR+ issuer profile at www.sedarplus.ca.

## PRIOR SALES

The following table summarizes the Purchaser Shares or securities convertible into Purchaser Shares that Purchaser issued during the 12 month period prior to the date of this Circular.

| Date of Issue | Security | Price per Security ($) | Number of Securities |
|---|---|---|---|
| Between September 9, 2024 and September 8, 2025 | Purchaser Options | 20.44[(1)] | 4,408,366[(2)] |
| Between September 9, 2024 and September 8, 2025 | Purchaser Shares | 11.14[(3)] | 985,952[(4)] |
| Between September 9, 2024 and September 8, 2025 | Purchaser Shares | 6.54[(5)] | 998,456[(6)] |

**Notes:**

(1) Represents the weighted average exercise price per Purchaser Option.
(2) Purchaser Options granted pursuant to the Purchaser Option Plan. Holders of Purchaser Options have the right, in lieu of exercising an option for a cash payment, to receive the number of Purchaser Shares that could be acquired with the excess value of the market price of the Purchaser Shares at the time of exercise over the exercise price of such option.
(3) Represents the weighted average exercise price per Purchaser Option.
(4) Purchaser Shares issued pursuant to the exercise of Purchaser Options.
(5) Represents the exercise price per Purchaser Warrant.
(6) Purchaser Shares issued pursuant to the exercise of Purchaser Warrants.

## MARKET FOR SECURITIES

The Purchaser Shares are listed and posted for trading on the TSX and the NYSE under the trading symbol "CVE". The following table outlines the share price trading range and volume of shares traded as reported for the 12 months prior to the date of this Circular.

| | TSX | | | | NYSE | | | |
|---|---|---|---|---|---|---|---|---|
| | Price Range[(1)] ($ per share) | | | Volume[(2)] | Price Range[(3)] (US$ per share) | | | Volume[(4)] |
| | High | Low | Close | (thousands) | High | Low | Close | (thousands) |
| August 2024 | 28.05 | 24.41 | 24.99 | 193,400 | 20.40 | 17.03 | 18.54 | 165,382 |
| September 2024 | 24.60 | 21.56 | 22.62 | 296,764 | 18.19 | 15.83 | 16.73 | 180,997 |
| October 2024 | 25.31 | 21.93 | 22.39 | 187,507 | 18.61 | 15.73 | 16.07 | 180,674 |
| November 2024 | 22.95 | 21.35 | 22.18 | 205,578 | 16.46 | 15.27 | 15.77 | 172,370 |
| December 2024 | 22.48 | 20.42 | 21.79 | 171,851 | 15.98 | 14.20 | 15.15 | 143,698 |
| January 2025 | 22.97 | 20.69 | 21.02 | 216,298 | 15.95 | 14.36 | 14.47 | 219,394 |
| February 2025 | 22.41 | 19.47 | 20.01 | 198,706 | 15.70 | 13.49 | 13.84 | 208,008 |
| March 2025 | 20.80 | 17.43 | 20.00 | 273,685 | 14.57 | 12.08 | 13.91 | 241,035 |
| April 2025 | 20.14 | 14.48 | 16.23 | 248,588 | 14.05 | 10.24 | 11.77 | 228,384 |
| May 2025 | 19.73 | 16.02 | 18.08 | 230,229 | 14.10 | 11.61 | 13.18 | 278,679 |
| June 2025 | 20.54 | 17.61 | 18.53 | 325,079 | 15.06 | 12.88 | 13.60 | 288,660 |
| July 2025 | 21.63 | 18.83 | 21.09 | 305,293 | 15.64 | 13.48 | 15.23 | 258,822 |
| August 2025 | 23.54 | 19.97 | 22.84 | 357,545 | 17.06 | 14.49 | 16.61 | 290,207 |
| September 1 – 8 | 23.43 | 21.82 | 22.12 | 78,035 | 16.99 | 15.80 | 16.01 | 61,024 |

**Notes:**

(1) As reported by the TSX.
(2) As reported by all Canadian marketplaces. Source: Bloomberg.
(3) As reported by the NYSE.
(4) As reported by all U.S. marketplaces. Source: Bloomberg.

On August 21, 2025, the last trading day on which the Purchaser Shares were traded prior to the announcement of the Arrangement, the closing price of the Purchaser Shares on the TSX was $21.17 and US$15.21 on the NYSE. On September 8, 2025, the last trading day prior to the date of this Circular, the closing price of the Purchaser Shares on the TSX was $22.12 and US$16.01 on the NYSE.

## DIVIDEND HISTORY

The declaration of dividends is at the sole discretion of the Purchaser Board and is considered each quarter in light of its financial position, capital expenditures, financing requirements for growth, cash flow, and other factors which the Purchaser Board considers relevant.

The following table sets forth the amount of dividends Cenovus paid to Purchaser Shareholders on Purchaser Shares over the last three years:

**Dividends Paid**
($ per Purchaser Share)

| | Cumulative | Q4 | Q3 | Q2 | Q1 |
|---|---|---|---|---|---|
| 2022 | 0.350 | 0.105 | 0.105 | 0.105 | 0.035 |
| 2023 | 0.525 | 0.140 | 0.140 | 0.140 | 0.105 |
| 2024 | 0.680 | 0.180 | 0.180 | 0.180 | 0.140 |
| 2025 | 0.580 | - | 0.200 | 0.200 | 0.180 |

Cenovus declared a dividend of $0.200 per Purchaser Share payable on September 29, 2025 to holders of Purchaser Shares of record as of September 15, 2025.

For additional information, readers should also refer to the section entitled "*Risk Management and Risk Factors*" in the Purchaser Annual MD&A and the Purchaser Interim MD&A and under "*Risk Factors*" in the Purchaser AIF, each of which are incorporated by reference herein and available on Cenovus's SEDAR+ issuer profile at www.sedarplus.ca.

## CREDIT RATINGS

The following information relating to Cenovus's credit ratings is provided as it relates to Cenovus's financing costs and liquidity. Specifically, credit ratings affect Cenovus's ability to obtain short-term and long-term financing and the cost of such financing. A reduction in the current rating on Cenovus's debt by Cenovus's rating agencies or a negative change in its ratings outlook could adversely affect Cenovus's cost of financing, its access to sources of liquidity and capital, and potentially obligate it to post incremental collateral in the form of cash, letters of credit or other financial instruments. See the section entitled "*Risk Management and Risk Factors*" in the Purchaser Annual MD&A and the Purchaser Interim MD&A and under "*Risk Factors*" in the Purchaser AIF, each of which are incorporated by reference herein and available on Cenovus's SEDAR+ issuer profile at www.sedarplus.ca.

The following table outlines the current ratings and outlooks of Cenovus's debt and the Purchaser First Preferred Shares:

| | S&P Global Ratings ("S&P") | Moody's Investors Service ("Moody's") | Morningstar DBRS ("DBRS") | Fitch Ratings Inc. ("Fitch") |
|---|---|---|---|---|
| Senior Unsecured Long-Term Notes | BBB | Baa1 | BBB(high) | BBB |
| Outlook/Trend | Negative | Negative | Under Review with Developing Implications | Stable |
| Series 1 Purchaser First Preferred Shares | P-3(High) | — | Pfd-3 (high) | — |
| Series 2 Purchaser First Preferred Shares | P-3(High) | — | Pfd-3 (high) | — |

Credit rating agencies have taken the following actions with respect to Cenovus's credit rating since the date of the Purchaser AIF: (i) on March 19, 2025, S&P affirmed its long-term issuer credit and senior unsecured debt ratings on Cenovus of BBB and affirmed its outlook of "Stable" (ii) on March 31, 2025, Moody's upgraded Cenovus's senior unsecured rating to Baa1 from Baa2 and the rating outlook was changed to "Stable" from "Positive"; and (iii) on July 28, 2025, Fitch affirmed Cenovus's Long-Term Issuer Default Rating (IDR) and senior unsecured ratings at BBB and maintained the rating outlook of "Stable".

Following announcement of the Arrangement on August 22, 2025, credit rating agencies took the following actions: (i) on August 22, 2025, S&P affirmed its long-term issuer credit and senior unsecured debt ratings on Cenovus of BBB and revised its outlook to "Negative" from "Stable"; (ii) on August 22, 2025, Moody's affirmed Cenovus's Baa1 senior unsecured ratings and revised its outlook to "Negative" from "Stable"; (iii) on August 22, 2025, Fitch affirmed Cenovus's long-term IDR and senior unsecured ratings at BBB and maintained the rating outlook of "Stable"; and (iv) on August 22, 2025, DBRS placed all ratings of Cenovus "Under Review With Developing Implications".

Credit ratings are intended to provide an independent measure of the credit quality of an issue of securities. The credit ratings assigned by the rating agencies are not recommendations to purchase, hold or sell the securities, nor do the ratings comment on market price or suitability for a particular investor. A rating may not remain in effect for any given period of time and may be revised or withdrawn entirely by a rating agency at any time in the future if, in its judgment, circumstances so warrant.

S&P's long term credit ratings are on a rating scale that ranges from AAA to D, which represents the range from highest to lowest quality of such securities rated. A rating of BBB by S&P is within the fourth highest of 10 categories and indicates that the obligation exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments on the obligation. Ratings from AA to CCC may be modified by the addition of a "+" or a "-". The addition of a "+" or "-" designation after a rating indicates the relative standing within the major rating categories. An S&P rating outlook assesses the potential direction of a long term credit rating over the intermediate term, which is generally up to two years for investment grade and generally up to one year for speculative grade. Rating outlooks fall into four categories — "Positive", "Negative", "Stable" and "Developing". In determining a rating outlook, consideration is given to any changes in the economic and/or fundamental business conditions. A "Negative" outlook indicates that a rating may be lowered in the coming 6 to 24 months.

S&P's preferred share ratings are a forward looking opinion about the creditworthiness of an obligor with respect to a specific preferred share obligation issued in the Canadian market relative to preferred shares issued by other issuers in the Canadian market. The opinion reflects S&P's view of the issuer's capacity and willingness to meet its financial commitments as they come due. There is a direct correspondence between the specific ratings assigned on the Canadian preferred share scale and the various rating levels on the global debt rating scale of S&P. According to S&P's ratings system, a P-3(High) rating on the Canadian preferred share rating scale is equivalent to a BB+ rating on the long term credit rating scale. A rating of BB by S&P is within the fifth highest of 10 categories and indicates that the obligation is less vulnerable to nonpayment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions that could lead to the obligor's inadequate capacity to meet its financial commitments on the obligation.

Moody's long term credit ratings are on a rating scale that ranges from Aaa to C, which represents the range from highest to lowest quality of such securities rated. A rating of Baa1 by Moody's is within the third highest of nine categories and is assigned to debt securities which are considered to be medium grade and subject to moderate credit risk and as such may possess certain speculative characteristics. The addition of a 1, 2 or 3 modifier after a rating indicates the relative standing within a particular rating category. The modifier 1 indicates that the issuer ranks in the top end of its generic rating category. A Moody's rating outlook is an opinion regarding the likely rating direction over the medium term. Rating outlooks fall into four categories — "Positive", "Negative", "Stable" and "Developing". A "Negative" outlook indicates a higher likelihood that the credit rating may be downgraded in the medium term.

DBRS's long term credit ratings are on a rating scale that ranges from AAA to D, which represents the range from highest to lowest quality of such securities rated. A rating of BBB (high) by DBRS is within the fourth highest of 10 categories and is assigned to debt securities considered to be of adequate credit quality, with acceptable capacity for payment of financial obligations. Entities in the BBB (high) category are of adequate credit quality; however, may be vulnerable to future events. The assignment of a "(high)" or "(low)" modifier within each rating category indicates relative standing within such category. The assignment of a "(high)" modifier indicates the rating is in the high end of the category. Rating trends provide guidance in respect of DBRS's opinion regarding the outlook for the rating in question, with rating trends falling into one of three categories "Positive", "Stable" or "Negative". The rating trend indicates the direction in which DBRS considers the rating is headed should present circumstances continue, or in some cases, unless challenges are addressed by the issuer. DBRS's "Under Review with Developing Implications" signals that DBRS is actively reassessing the credit rating due to new information or evolving circumstances and suggests that a rating action (upgrade, downgrade, or confirmation) is likely in the near term.

DBRS's preferred share ratings reflect an opinion on the risk that an issuer will not fulfill its full obligations, with respect to both dividend and principal commitments in respect of preferred shares issued in the Canadian securities market in accordance with the terms under which the relevant preferred shares have been issued. DBRS's preferred share ratings range from Pfd 1 (highest) to D (lowest). According to DBRS's ratings system, preferred shares rated Pfd 3 (high) are generally of adequate credit quality. While protection of dividends and principal is still considered acceptable, the issuing entity is more susceptible to adverse changes in financial and economic conditions, and there may be other adverse conditions present which detract from debt protection. Pfd 3 (high) ratings generally correspond with issuers with a BBB category or higher reference point.

Fitch's long term credit ratings are on a rating scale that ranges from AAA to BBB (investment grade) and BB to D (speculative grade), which represents the range from highest to lowest quality of such securities rated. The terms "investment grade" and "speculative grade" are market conventions and do not imply any recommendation or endorsement of a specific security for investment purposes. A rating of BBB is within the fourth highest of 11 categories and indicates that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories. A Fitch rating outlook indicates the direction a rating is likely to move over a one-to-two-year period, with rating outlooks falling into four categories: "Positive", "Negative", "Stable" or "Evolving". Rating outlooks reflect financial or other trends that have not yet reached, or have not been sustained at, a level that would trigger a rating action, but which may do so if such trends continue. "Positive" or "Negative" outlooks do not imply that a rating change is inevitable. Similarly, ratings with "Stable" outlooks can be raised or lowered without prior revision of the outlook. Where the fundamental trend has strong, conflicting elements of both positive and negative, the rating outlook may be described as "Evolving". A "Stable" rating outlook indicates a low likelihood of rating change over a one-to-two-year period.

Throughout the last two years, Cenovus has made payments to each of S&P, Moody's, DBRS and Fitch related to the rating of the Cenovus's debt. Additionally, Cenovus has purchased products and services from S&P, Moody's, DBRS and Fitch over the same time period.

## RISK FACTORS

**An investment in Purchaser Shares is subject to certain risks. Readers should consider carefully the risk factors in this Circular, including under the heading "*Risk Factors*", and in the documents pertaining to Cenovus which are specifically incorporated by reference in, and form an integral part of, this Circular, including as described under**

**"*Forward-Looking Information*" and "*Risk Management and Risk Factors*" in the Purchaser Interim MD&A and the Purchaser Annual MD&A and under "*Forward-Looking Information*" and "*Risk Factors*" in the Purchaser AIF, all of which are available on Cenovus's SEDAR+ issuer profile at www.sedarplus.ca.**

All statements regarding Cenovus's business should be viewed in light of these risk factors. Readers should consider carefully whether an investment in Purchaser Shares is suitable for them in light of the information set forth in this Circular and in the documents incorporated by reference in this Circular. Such information does not purport to be an exhaustive list. If any of the identified risks were to materialize, Cenovus's business, financial position, results and/or future operations may be materially affected. Additional risks and uncertainties not presently known to Cenovus, or which Cenovus currently deems immaterial, may also have an adverse effect upon Cenovus. Readers should also carefully review and consider all other information contained in this Circular and in the documents incorporated by reference in Appendix G – "*Information Concerning MEG Energy Corp.*" before making an investment decision and consult their own professional advisors when necessary.

## MATERIAL CONTRACTS

Other than as disclosed in this Circular and as discussed in the Purchaser AIF, during the 12 months prior to the date of this Circular, Cenovus has not entered into any contracts, nor are there any contracts still in effect, that are material to the business, other than Contracts entered into in the ordinary course of business. See "*Material Contracts*" in the Purchaser AIF, which is incorporated by reference in this Circular and available on Cenovus's SEDAR+ issuer profile at www.sedarplus.ca.

## LEGAL PROCEEDINGS AND REGULATORY ACTIONS

During the 12 months prior to the date of this Circular, there were no legal proceedings to which Cenovus is or was a party, or that any of its property is or was the subject of, which involves a claim for damages in an amount, exclusive of interest and costs, that exceeds 10% of Cenovus's current assets and it is not aware of any such legal proceedings that are contemplated.

During the 12 months prior to the date of this Circular, there were no penalties or sanctions imposed against Cenovus by a court relating to securities legislation or by a securities regulatory authority, nor have there been any other penalties or sanctions imposed by a court or regulatory body against Cenovus that would likely be considered important to a reasonable investor in making an investment decision, and it has not entered into any settlement agreements before a court relating to securities legislation or with a securities regulatory authority.

## AUDITORS, TRANSFER AGENT AND REGISTRAR

The registrar and transfer agent for the Purchaser Shares is:

**In Canada:**
Computershare Investor Services, Inc.
320 Bay Street, 14th Floor
Toronto, Ontario, M5H 4A6
Canada

**In the United States:**
Computershare Trust Company NA
250 Royall St., Suite 101
Canton, MA 02021
U.S.

**Tel:** 1-866-332-8898
**Website**: www.investorcentre.com/Cenovus

Cenovus's auditors are PricewaterhouseCoopers LLP ("**PwC**"), Chartered Professional Accountants, at their offices in Calgary, Alberta. PwC has advised they are independent with respect to Cenovus within the meaning of the rules of professional conduct of the Chartered Professional Accountants of Alberta.

## INTEREST OF EXPERTS

The following persons, firms and companies are named as having prepared or certified a statement, report, valuation or opinion described or included herein directly or in a document incorporated by reference herein and whose profession or business gives authority to the statement, report, valuation or opinion, in each case with respect to Cenovus:

- PwC;
- McDaniel; and
- GLJ.

To the knowledge of Cenovus, as of the date of this Circular, each of McDaniel and GLJ owns beneficially, directly or indirectly, less than 1% of the outstanding securities of each class of securities of Cenovus, MEG or any associate or affiliate of Cenovus or MEG, as applicable.

## ADDITIONAL INFORMATION

Additional information relating to Cenovus is available via the internet on SEDAR+ at www.sedarplus.ca and on EDGAR at www.sec.gov. A Purchaser Shareholder may obtain copies of the documents incorporated by reference herein without charge from the Corporate Secretary of Cenovus, at 225 – 6 Avenue S.W., PO Box 766, Calgary, Alberta, Canada T2P 0M5, Telephone: (403) 766-2000. In addition, copies of documents incorporated by reference in this Circular may be obtained from the securities commissions or similar authorities in Canada through Cenovus's profile on SEDAR+ at www.sedarplus.ca and on EDGAR at www.sec.gov.

Information contained in or otherwise accessible through Cenovus's website does not form a part of this Circular and is not incorporated by reference in this Circular.

# APPENDIX I

## FORM OF MEG SUPPORT AGREEMENT

[See attached]

**FORM OF MEG SUPPORT AGREEMENT**

August 21, 2025

To the Undersigned Securityholder of MEG Energy Corp.

Dear Sir / Madame:

***Re: Agreement respecting the Plan of Arrangement involving, among others, Cenovus Energy Inc., MEG Energy Corp. and the holders of common shares of MEG Energy Corp.***

Reference is made to the arrangement agreement dated on or about August 21, 2025 (the "**Arrangement Agreement**") between Cenovus Energy Inc. ("**Purchaser**") and MEG Energy Corp. ("**MEG**") pursuant to which, among other things, Purchaser has agreed to purchase all of the issued and outstanding common shares in the capital of MEG (the "**MEG Shares**") set out in the Arrangement Agreement (the "**Arrangement**"). Capitalized words and phrases used but not defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

The MEG Shares, the associated rights issued pursuant to the shareholder rights plan agreement dated as of August 6, 2010 with Computershare Trust Company of Canada, which agreement was amended and restated May 1, 2014, May 25, 2017, June 17, 2020 and May 1, 2023 (the "**MEG SRP Rights**"), the deferred share units (the "**MEG DSUs**") awarded pursuant to the MEG Deferred Share Unit Plan, as amended, the performance share units (the "**MEG Cash-Settled PSUs**") awarded pursuant to MEG's amended and restated Cash-Settled RSU Plan, and the performance share units (the "**MEG Treasury-Settled PSUs**") and the restricted share units (the "**MEG Treasury-Settled RSUs**") awarded pursuant to MEG's amended and restated Treasury-Settled RSU Plan are collectively referred to herein as the "**MEG Securities**".

We understand that you (the "**Securityholder**") beneficially own or exercise control or direction over, directly or indirectly, the number of MEG Securities set forth on the execution page of this letter agreement (the "**Securityholder's MEG Securities**"). Any references in this letter agreement to the Securityholder's MEG Securities shall be deemed to include: (i) the MEG Securities owned by the Securityholder as at the date hereof; (ii) where the context requires, all MEG Shares issued or transferred to the Securityholder after the date hereof, including pursuant to the settlement or redemption, as applicable, of the outstanding MEG DSUs, MEG Treasury-Settled PSUs and MEG Treasury-Settled RSUs, in accordance with the terms of such MEG Incentive, held by the Securityholder before the record date of the Meeting (as defined below); and (iii) any and all other MEG Securities hereafter acquired or controlled by the Securityholder in his, her or its personal capacity either directly or indirectly before the record date of the Meeting.

This letter agreement sets forth the agreement between Purchaser and the Securityholder that the Securityholder agrees to vote the Securityholder's MEG Securities, to the extent that such securities have or are granted voting rights, in favour of the MEG Transaction Resolution (and in favour of any actions or resolutions required in furtherance of completing the Arrangement) at any meeting of the MEG Shareholders (or at any meeting of the holders of any or all of the MEG Securities), however called, for the purpose of approving the Arrangement and any adjournment or postponement thereof (the "**Meeting**") and to otherwise support the Arrangement, subject to the terms and conditions of this letter agreement. Further, if the Securityholder is a holder of MEG DSUs, MEG Cash-Settled PSUs, MEG Cash-Settled RSUs, MEG Treasury-Settled PSUs or MEG Treasury-Settled RSUs (collectively, the "**MEG Incentives**"), the Securityholder consents and agrees to the treatment of the Securityholder's MEG Incentives, as applicable, in the manner provided for by the Arrangement Agreement and the Plan of Arrangement, without the need for any further action on the part of the Securityholder.

The Securityholder acknowledges and agrees that the completion of the Arrangement is subject to various conditions as set forth in the Arrangement Agreement, which conditions are for the exclusive benefit of MEG and/or Purchaser, which MEG and/or Purchaser has the right, in its sole discretion, to waive in whole or in part, or to rely on in connection with termination of the Arrangement Agreement and this letter agreement and their respective obligations to complete the Arrangement. Further, the Securityholder acknowledges and agrees that the Arrangement Agreement may be amended or amended and restated and any such amendment or amendment and restatement shall not in any way affect the obligations of the Securityholder hereunder except as provided in Section 5 hereof. By executing this

letter agreement, the Securityholder understands and acknowledges that Purchaser is entering into the Arrangement Agreement in reliance on the Securityholder's execution and delivery of this letter agreement and the terms contained herein, and in consideration for Purchaser entering into the Arrangement Agreement with MEG, each of Purchaser and the Securityholder hereby agrees to be bound by the terms set forth herein.

**1. Covenants of the Securityholder**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, from the date hereof until the termination of this letter agreement in accordance with Section 5 hereof, the Securityholder hereby covenants and agrees, as follows:

(a) to vote (or cause to be voted), and provide evidence thereof to Purchaser not later than five (5) days prior to the Meeting all of the Securityholder's MEG Securities, to the extent that such securities have or are granted voting rights, in favour of all resolutions required in furtherance of completing the Arrangement, as contemplated by the Arrangement Agreement, and any actions required in furtherance of the actions contemplated thereby at the Meeting and not withdraw any proxies or change the vote thereof;

(b) to vote (or to cause to be voted) all of the Securityholder's MEG Securities, to the extent that such securities have or are granted voting rights, at any meeting of securityholders of MEG against any resolution, transaction (including any Acquisition Proposal to the extent that such securities have or are granted voting rights in respect of such Acquisition Proposal) or other action that is inconsistent with, or could reasonably be expected to impede, interfere with, prevent, delay, postpone or adversely affect, or which would in any manner frustrate, prevent, delay or nullify, the Arrangement or any of the other matters and transactions contemplated by the Arrangement Agreement;

(c) other than pursuant to a Superior Proposal, not to tender the Securityholder's MEG Shares and associated MEG SRP Rights to any take-over bid, issuer bid, exchange offer or similar transaction involving MEG or its subsidiaries that, if consummated, would result in a Person or group of Persons acting jointly or in concert with such Person acquiring beneficial ownership of 20% or more of any class of equity or voting securities of MEG, including the Existing Strathcona Offer and any Amended Strathcona Offer;

(d) except to the extent permitted hereunder, not take any action of any kind which would cause any of its representations or warranties in this letter agreement to become untrue or which would reasonably be expected to materially adversely affect the success of the Arrangement, the completion of the Arrangement or the purchase of any MEG Shares (including the MEG Shares issuable upon the settlement or redemption, as applicable, of any MEG DSUs, MEG Treasury-Settled PSUs or MEG Treasury-Settled RSUs held by the Securityholder, in accordance with the terms of such MEG Incentives) under the Arrangement;

(e) promptly notify Purchaser upon any of the Securityholder's representations or warranties in this letter agreement becoming untrue or incorrect in any material respect during the period commencing on the date hereof and expiring at the earlier of the Effective Time and the termination of this letter agreement in accordance with Section 5 hereof, and for the purpose of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof);

(f) not to grant or agree to grant any proxy or other right to vote any of the Securityholder's MEG Securities other than to MEG's designated representatives, to the extent that such securities have or are granted voting rights (other than as permitted under subsections 1(a) and 1(b) hereof or in respect of any regularly held annual meeting of MEG with respect to matters that do not affect the Arrangement), or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders or give consents or approval of any kind as to any of the Securityholder's MEG Securities, to the extent that such securities have or are granted voting

rights (other than in connection with the performance by the Securityholder of its obligations hereunder);

(g) other than an arrangement, agreement or commitment or understanding which does not prohibit or impede the ability of the Securityholder to vote the MEG Securities set forth on the execution page hereto in the manner prescribed by this letter agreement, not to sell, transfer, gift, assign, convey, or enter into any derivative transactions in respect of, or otherwise dispose of, or enter into any agreement, arrangement, commitment or understanding relating to the sale, transfer, assignment, conveyance or other disposition of, any of the Securityholder's MEG Securities to any person other than: (i) to Purchaser or any subsidiary of Purchaser (as such term is defined in the *Securities Act* (Alberta)); (ii) to an affiliate or associate (as those terms are defined in the *Securities Act* (Alberta)) of such Securityholder provided that such affiliate or associate first agrees with Purchaser to be bound by the terms hereof and that such transfer of the Securityholder's MEG Securities is permitted in accordance with the terms thereof; or (iii) in connection with the settlement or redemption of MEG Incentives held by the Securityholder in strict accordance with the terms of such MEG Incentives and the MEG Incentive Plans, or as expressly contemplated in the Arrangement Agreement and the Plan of Arrangement;

(h) notwithstanding Section 1(g) hereof, the Securityholder may sell, assign, convey or otherwise transfer or dispose of any or all of the Securityholder's MEG Securities to a Related Person provided that such Related Person enters into an agreement with Purchaser on the same terms as this letter agreement, or otherwise agrees with Purchaser to be bound by the provisions hereof or as otherwise consented to by Purchaser, which consent may be arbitrarily withheld and that the transfer of the Securityholder's MEG Securities is permitted in accordance with the terms thereof. For the purposes hereof, "**Related Person**" means: (i) a spouse, parent, grandparent, brother, sister or child of the Securityholder; or (ii) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the persons referred to in clause (i);

(i) not to exercise or assert (or permit to be exercised or asserted on its behalf): (i) any Dissent Rights or any other rights of dissent or appraisal with respect to any of the Securityholder's MEG Securities in respect of the Arrangement or the MEG Transaction Resolution, all of which rights are hereby irrevocably waived by the Securityholder to the fullest extent permitted by Laws; or (ii) any other securityholder rights or remedies with respect to any of the Securityholder's MEG Securities that are available at common law or pursuant to the ABCA, Applicable Canadian Securities Laws or any other Laws that could reasonably be expected to impede, interfere with, prevent, delay, postpone, hinder, upset, challenge or adversely affect, the Arrangement or any of the matters and transactions contemplated by the Arrangement Agreement;

(j) not do indirectly, including through any affiliate or Representative, that which it may not do directly by the terms of this Section 1;

(k) if the Securityholder is a director and/or officer of MEG or any subsidiary of MEG, as applicable, resign as a director and/or officer of MEG and any subsidiary of MEG, as applicable, effective as of the Effective Time, and to provide a Resignation and Mutual Release to Purchaser and its affiliates and successors in a form satisfactory to Purchaser and the Securityholder, each acting reasonably; and

(l) to execute and deliver, or cause to be executed and delivered, such additional or further consents, documents or other instruments as Purchaser may reasonably request for the purpose of effectively carrying out the matters contemplated by this letter agreement.

**2. Non-Solicitation**

The Securityholder agrees that, subject to Section 15 hereof, it will not directly or indirectly:

(a) solicit, assist, entertain, initiate or knowingly facilitate or encourage or take any action to solicit, assist, initiate, entertain or knowingly facilitate or encourage any Acquisition Proposal, including any Amended Strathcona Offer, or engage in any communication regarding the making of any proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal (including any Amended Strathcona Offer), including, without limitation, by way of furnishing information or access to properties, facilities or books and records of MEG; or

(b) enter into or otherwise engage or participate in any negotiations or any discussions regarding any inquiry, proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, including any Amended Strathcona Offer, or furnish or provide access to any information with respect to MEG's securities, business, properties, operations or conditions (financial or otherwise) in connection with or in furtherance of an Acquisition Proposal (including any Amended Strathcona Offer), or otherwise cooperate in any way with, or assist or knowingly participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing.

**3. Representations and Warranties**

The Securityholder represents and warrants to Purchaser that:

(a) the Securityholder has the authority to execute and deliver this letter agreement and to perform his, her or its obligations hereunder and this letter agreement is a valid and binding agreement enforceable against the Securityholder in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered;

(b) neither the execution of this letter agreement by the Securityholder nor the performance by the Securityholder of his, her or its obligations hereunder will constitute a violation of or default under, or conflict with, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which the Securityholder will be a party or by which it will be bound at the time of such execution or performance of such obligations;

(c) as at the date hereof, the Securityholder is either: (i) the sole legal and beneficial owner of record of; or (ii) the sole beneficial owner of and/or exercises control and direction over (but is not the holder of record of), directly or indirectly, the MEG Securities listed on the signature page hereto, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever, and such MEG Securities are the only securities in the capital of MEG (or securities convertible, exchangeable or exercisable into MEG Securities) beneficially owned by the Securityholder, or any of such Securityholder's affiliates, or over which he, she or it, directly or indirectly, exercises control or direction;

(d) other than pursuant to this letter agreement, the MEG Shares (including the MEG Shares issuable upon the settlement or redemption, as applicable, of the MEG DSUs, MEG Treasury-Settled PSUs or MEG Treasury-Settled RSUs) owned or controlled by the Securityholder are not subject to any securityholder agreements, voting trust or similar agreements or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a securityholders' agreement, voting trust or other agreement affecting such MEG Shares or any interest therein or right thereto, including, without limitation, the voting of any such securities;

(e) other than pursuant to this letter agreement, the Securityholder has not previously granted or agreed to grant any proxy or any other right to vote any of the Securityholder's MEG Securities in respect of any meeting of securityholders of MEG that is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his, her or its right to vote, call meetings of securityholders of MEG or give consents or approvals of any kind as to the Securityholder's MEG Securities;

(f) the MEG Shares and MEG SRP Rights beneficially owned or controlled by the Securityholder have not been tendered to the Existing Strathcona Offer and the Securityholder has no agreement or understanding to tender such MEG Shares and MEG SRP Rights to the Existing Strathcona Offer;

(g) there are no legal proceedings currently in progress or pending before any Governmental Authority or, to the Securityholder's knowledge, threatened against the Securityholder or any of such Securityholder's affiliates that would materially adversely affect in any manner the ability of the Securityholder to enter into this letter agreement and to perform his, her or its obligations hereunder or the title of the Securityholder to any of the Securityholder's MEG Securities, and there is no current and enforceable judgment, decree or order against the Securityholder that would adversely affect in any manner the ability of the Securityholder to enter into this letter agreement and to perform its obligations hereunder or the title of the Securityholder to any of the Securityholder's MEG Securities; and

(h) no authorization, consent or approval from, or filing, registration, declaration or qualification with, or before, or giving notice to, any person is required to be obtained, given or made in connection with the execution and delivery by the Securityholder of this letter agreement, the performance of the terms hereof by the Securityholder or the performance of his, her or its obligations hereunder, except for those which have been (or will be with respect to the consummation of the Arrangement) duly and unconditionally obtained and are (or will be with respect to the consummation of the Arrangement) in full force and effect.

**4. Expenses**

Purchaser and the Securityholder agree that Purchaser and the Securityholder will be responsible for their respective expenses incurred in connection with this letter agreement provided, and Purchaser acknowledges, that MEG may, on behalf of the Securityholder, pay the reasonable expenses of the Securityholder incurred in connection with this letter agreement if the Securityholder is not in breach or alleged to be in breach of this letter agreement.

**5. Termination**

It is understood and agreed that the respective rights and obligations hereunder of Purchaser and the Securityholder shall cease and this letter agreement shall terminate on the earlier of: (a) the Effective Time; (b) the Outside Date; (c) the date on which this letter agreement is terminated by the mutual written agreement of the parties hereto; (d) the close of business on the date of the Meeting at which a vote of the MEG Shareholders in respect of the MEG Transaction Resolution is taken and is not approved by the requisite majorities of MEG Shareholders; or (e) the date on which the Arrangement Agreement is terminated in accordance with its terms. In addition, this letter agreement may be terminated by the Securityholder by notice in writing to Purchaser if the Arrangement Agreement is amended to reduce the, or change the form of, consideration payable to the Securityholder for its MEG Shares pursuant to the Arrangement. In the event of termination of this letter agreement in accordance with Section 5, the Securityholder shall be entitled to withdraw any form of proxy in respect of the MEG Transaction Resolution and any other resolution required in furtherance of completing the Arrangement.

In the event of termination of this letter agreement, this letter agreement shall forthwith be of no further force and effect, except for Sections 4, 7, 8, 9, 11, 12 and 14 and this Section 5, which provisions shall survive the termination of this letter agreement and there shall be no liability on the part of either the Securityholder or Purchaser or any of its affiliates or associates, except to the extent that either such party is in default of its obligations herein contained.

**6. Future Amendments**

To the extent that the Arrangement Agreement is amended, modified, restated, replaced or superseded from time to time, all references herein to the Arrangement Agreement shall be to the Arrangement Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time, and all references to particular sections of the Arrangement Agreement shall be deemed to be references to the analogous provision in the Arrangement Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time.

**7. Assignment**

Except as expressly set forth herein, no party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party except that either party may assign its rights and obligations under this letter agreement to any of its affiliates, provided such affiliate executes and delivers a counterpart to this letter agreement pursuant to which, in the case of Purchaser, it agrees to be bound by the terms of this letter agreement as if it were the purchaser pursuant to the Arrangement, but no such assignment shall relieve such party of its obligations hereunder.

**8. Disclosure**

Prior to the first public disclosure of the existence and terms and conditions of this letter agreement by MEG or Purchaser that is not in violation of any confidentiality or non-disclosure agreement, the Securityholder shall not, without the prior written consent of Purchaser, disclose the existence of this letter agreement or any details hereof or the possibility of the Arrangement being effected or any terms or conditions or other information concerning the Arrangement and any possible acquisition of the Securityholder's MEG Shares (and any associated MEG SRP Rights) to any person other than to: (i) the Securityholder's advisors (provided that the Securityholder's advisors shall be required to comply with the foregoing disclosure obligations and the Securityholder agrees to be responsible for any breach of such disclosure obligations by any of the Securityholder's advisors); and (ii) MEG and its directors, officers and advisors. Notwithstanding anything else to the contrary, the Securityholder is permitted to make disclosure of the existence and terms and conditions of this letter agreement to the extent required by Applicable Law, stock exchange rules or policies of regulatory authorities having jurisdiction upon reasonable notice to Purchaser to the extent permitted under such Law, stock exchange rule or policy. Any disclosure by the Securityholder after the first permitted public disclosure of the existence and terms and conditions of this letter agreement by MEG or Purchaser shall be permitted only to the extent that any such information disclosed by the Securityholder has already been publicly disclosed by MEG or Purchaser. Notwithstanding anything contained herein or elsewhere, the existence and terms and conditions of this letter agreement may be disclosed by MEG and Purchaser: (i) in any press release, information circular (including the Circular), court documents or public filings, including filings on SEDAR+, made or issued in connection with the Arrangement or the execution of the Arrangement Agreement; or (ii) to the extent required by Applicable Law, provided that the Securityholder shall be given a reasonable opportunity, to the extent permitted under such Law, to review and comment on any such documents to be issued by Purchaser that names the Securityholder.

**9. Notices**

All notices to be given to a party hereunder shall be in writing and delivered personally, by overnight courier or email transmission, addressed, in the case of the Securityholder, to the address set forth in the signature page of the Securityholder set forth in this letter agreement, and in the case of Purchaser at the following address:

**Cenovus Energy Inc.**
225 – 6th Avenue SW
Calgary, Alberta T2P 0M5

Attention: [name and position redacted]
Email: [email address redacted]

with a copy to:

**McCarthy Tétrault LLP**
4000, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: John Piasta
Email: jpiasta@mccarthy.ca

**10. Further Assurances**

The Securityholder shall from time to time and at all times hereafter at the request of Purchaser, but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this letter agreement.

**11. Enurement**

This letter agreement will be binding upon and enure to the benefit of Purchaser, the Securityholder and their respective executors, administrators, successors and permitted assigns.

**12. Applicable Law**

This letter agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

**13. Severability**

If any provision of this letter agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall be deemed not to affect or impair the validity of any other provision hereof and each such provision is deemed to be separate and distinct.

**14. Enforcement**

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this letter agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to seek equitable relief, including remedies of specific performance and temporary and permanent injunctive relief without the need for posting of security to prevent breaches of this letter agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Alberta having jurisdiction, this being in addition to any other remedy to which such party is entitled at law or in equity.

**15. No Limit on Fiduciary Duty**

Purchaser hereby acknowledges and agrees that the Securityholder is bound hereunder solely in his, her or its capacity as a MEG Securityholder. Nothing contained in this letter agreement will restrict, limit or prohibit the Securityholder or the Securityholder's representatives, as applicable, in his or her capacity as a director or officer (if applicable), from exercising his or her fiduciary duties to MEG under Applicable Law or require the Securityholder or the Securityholder's representatives, as applicable, in his or her capacity as a director or officer (if applicable) of MEG, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the MEG Board undertaken in the exercise of its fiduciary duties in compliance with the Arrangement Agreement, provided that nothing in this Section 15 will be deemed to relieve the Securityholder from the Securityholder's obligations under any other provision of this letter agreement other than Sections 1 and 2 hereof to the extent that the actions taken by the Securityholder or the Securityholder's representatives, as applicable, were taken solely in his or her capacity as a director or officer of MEG and in accordance the foregoing.

**16. Number**

Words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders.

**17. Date for Any Action**

If any date on which any action is required to be taken hereunder is not a Business Day, such action shall be taken on the next succeeding day that is a Business Day.

**18. Independent Legal Advice**

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this letter agreement that they have either done so or waived their right to do so in connection with the entering into of this letter agreement.

**19. Entire Agreement**

This letter agreement supersedes all prior agreements between the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This letter agreement may not be modified or waived, except expressly by an instrument in writing signed by all the parties hereto. No waiver of any provision hereof by any party hereto shall be deemed a waiver by any other party nor shall any such waiver be deemed a continuing waiver of any matter by such party.

**20. Counterparts**

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of facsimile, e-mail or other electronic transmission.

This letter agreement shall be effective and enforceable in accordance with its terms effective as of the date the Arrangement Agreement is executed by the parties thereto.

***[Remainder of page intentionally left blank]***

If you are in agreement with the foregoing, please indicate your acceptance thereof by signing and returning this letter to Purchaser.

Yours truly,

**CENOVUS ENERGY INC.**

By: _____

Name: Jon McKenzie

Title: President & Chief Executive Officer

By: _____

Name: Jeff Lawson

Title: Executive Vice-President, Corporate Development & Chief Sustainability Officer

Signature of Securityholder

Name of Securityholder (please print)

Address of Securityholder

Email of Securityholder

Number of MEG Shares beneficially owned by Securityholder, or over which Securityholder exercises control

Number of MEG SRP rights beneficially held by Securityholder, or over which Securityholder exercises control

Number of MEG DSUs held by Securityholder

Number of MEG Cash-Settled PSUs held by Securityholder

Number of MEG Cash-Settled RSUs held by Securityholder

Number of MEG Treasury-Settled PSUs held by Securityholder

Number of MEG Treasury-Settled RSUs held by Securityholder

# APPENDIX J

## COMPARISON OF SHAREHOLDER RIGHTS

**Board of Directors**

Under the CBCA, at least one-quarter of a corporation's directors must be resident Canadians. There are no similar requirements under the ABCA.

**Place of Meetings**

The CBCA provides that unless the corporation's bylaws expressly provide otherwise, a meeting of shareholders may be held entirely by electronic means, so long as such electronic means permits all participants to communicate adequately with each other during the meeting. The CBCA provides that a meeting of shareholders may be held outside Canada if the place is specified in the articles or where all the shareholders entitled to vote at such a meeting so agree that the meeting is to be held at that place.

The ABCA also provides that unless the corporation's bylaws, articles or other governing documents expressly provide otherwise, a meeting of shareholders may be held entirely by electronic means.

**Financial Assistance**

The CBCA has no requirements regarding financial assistance. The ABCA provides that a corporation may give financial assistance to any person for any purpose. The corporation is required to disclose to its shareholders any financial assistance given by the corporation to a shareholder or a director of the corporation or an affiliated corporation, or to any associates of a shareholder or a director or an affiliated corporation, or to any person for the purpose of or in connection with a purchase of a share issued or to be issued by the corporation or an affiliated corporation.

**Individuals with Significant Control**

The CBCA requires a corporation to maintain a register setting out all individuals with "significant control" of the corporation. An individual with "significant control" is one who has registered, beneficial, direct or indirect control over more than 25% of shares in the corporation, or who exercises direct or indirect influence that, if exercised, would result in control of the corporation. There are no similar requirements under the ABCA.

**Shareholder Proposals**

Both the CBCA and the ABCA provide for shareholder proposals. Under the CBCA, a registered or beneficial owner of shares entitled to be voted at an annual meeting of shareholders may submit a proposal, although the registered or beneficial shareholder must either: (i) have owned for six months not less than 1% of the total number of voting shares or voting shares with a fair market value of a least $2,000, or (ii) have the support of registered or beneficial owners who have owned for six months not less than 1% of the total number of voting shares or voting shares with a fair market value of at least $2,000. In making the proposal, the proposal must include: (i) the name and address of the person and the person's supporters, if applicable; and (ii) the number of shares held or owned by the person and the person's supporters, if applicable, and the date the shares were acquired.

Under the ABCA, a registered or beneficial owner of shares entitled to be voted at a meeting may submit a proposal, although the registered or beneficial shareholder must: (i) have owned for six months not less than 1% of the total number of voting shares or voting shares with a fair market value of a least $2,000, (ii) have the support of other registered or beneficial shareholders who hold, in aggregate, not less than 5% of the total number of voting shares, (iii) provide to the corporation his, her or its name and contact information and the names and contact information of those registered holders or beneficial owners of shares who support the proposal, and (iv) continue to hold or own not less than 1% of the total number of voting shares or voting shares with a fair market value of a least $2,000 up to and including the day of the meeting at which the proposal is to be made.

**Record Date for Voting**

The CBCA does not have a provision regarding transferees of common shares after the record date. The ABCA permits a transferee of common shares after the record date for a shareholder meeting, not later than 10 days before the shareholder meeting, or any shorter period before the meeting that the bylaws of the corporation may provide, to establish a right to vote at the meeting by providing evidence of ownership of common shares and demanding that the transferee's name be placed on the voting list in place of the transferor.

**Dissent Rights**

Under both the CBCA and the ABCA, shareholders have substantially the same dissent rights if a corporation resolves to effect certain fundamental changes. Under the CBCA, the corporation must, within 10 days of the resolution to which the shareholder dissents being adopted, send notice to the dissenting shareholder that such resolution has been adopted. The dissenting shareholder, within 20 days of receiving notice from the corporation or, if such notice was not received, within 20 days after learning that the resolution has been adopted, must send the corporation notice of his, her or its demand for payment of the fair value of his, her or its shares, the number and class of shares in respect of which the shareholder dissents and his, her or its name and address. On sending a notice to the corporation of their dissent, the shareholder shall cease to have any rights as a shareholder of the corporation, other than to be paid their fair value of their shares (subject to certain exceptions). Within 30 days of this notice, the dissenting shareholder must send the corporation, or its transfer agent, his, her or its share certificates. No more than seven days after the later of the day on which the resolution is effective or the day the corporation receives notice from the dissenting shareholder, the corporation must make a written offer to pay for the shares in an amount considered by the directors to be the fair value along with a statement showing how the fair value was determined or provide a notice that the corporation is unable lawfully to pay for the shares. The corporation may apply to the court to fix the fair value of the shares if the corporation fails to make an offer or if the dissenting shareholder fails to accept the offer, within 50 days after the action approved by the resolution is effective. A shareholder may apply to the court within 20 days after the 50 day period, to fix the fair value if the corporation fails to apply to the court.

Under the ABCA, a dissenting shareholder may send a corporation a written objection to a resolution effecting a fundamental change at or before any meeting of shareholders at which the resolution is to be voted on. Once the resolution is adopted, the corporation or the dissenting shareholder, if such shareholder sent an objection to the corporation, may apply to the court to fix the fair value of his, her or its shares. If an application is made to the court, the corporation must send an offer to pay to each dissenting shareholder an amount considered by the directors to be the fair value of the shares. The dissenting shareholder may accept the offer to pay from the corporation or wait for an order from the court fixing the fair value of the shares.

The dissent rights under the ABCA apply to the MEG Transaction Resolution. See "*Dissenting Shareholder Rights*" in this Circular.

**Sale of Property**

Under both the CBCA and the ABCA, any proposed sale, lease or exchange of all or substantially all of the property of a corporation, other than in the ordinary course of business, must be approved by a special resolution passed by a majority of not less than two-thirds of the votes cast by shareholders voting in person or by proxy at a meeting of shareholders. The holder of shares of a class or series of shares of a corporation are entitled to vote separately as a class or series in respect of such a sale, lease or exchange only if that class or series is affected by the sale, lease or exchange in a manner different from the shares of another class or series.

**Amendments to the Articles of the Corporation**

Under both the CBCA and the ABCA, certain fundamental changes to the articles of a corporation, such as an alteration of any restrictions on the business carried on by the corporation, changes in the name of the corporation, increases or decreases in the authorized capital, the creation of any new classes of shares and changes in the jurisdiction of incorporation, must be approved by a special resolution passed by a majority of not less than two-thirds of the votes cast by shareholders voting in person or by proxy at a meeting of the shareholders of the corporation.

**Oppression Remedies**

Under the CBCA and ABCA, a shareholder, former shareholder, director, former director, officer or former officer of a corporation or any of its affiliates or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy, may apply to a court to rectify the matters complained of. Under the CBCA, the Director may make a complaint. Under the ABCA, a creditor can make a complaint in respect of certain applications or where the Court has exercised their discretion, whereas a creditor may make a complaint under the CBCA, only if they properly fall within the ambit of a proper person. Under both the ABCA and CBCA, an application can be made to the court to rectify the matters complained of where: (i) any act or omission of a corporation or any of its affiliates effects a result; (ii) the business or affairs of a corporation or any of its affiliates are or have been carried on or conducted in a manner; or (iii) the powers the directors of a corporation or any of its affiliates are or have been exercised in a manner, that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any security holder, creditor, director or officer.

**Shareholders' Derivative Action**

Under the CBCA and the ABCA, a "complainant" as it is defined under each of the respective legislation, may apply for the court's leave to: (i) bring a derivative action in the name and on behalf of a corporation or any of its subsidiaries; or (ii) intervene in the action to which a corporation or any of its subsidiaries is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of a corporation or the subsidiary.

Under the ABCA, if permitted under a corporation's articles, a corporation may waive any interest or expectancy of the corporation in specified business opportunities that are presented to the corporation or its officers, directors or shareholders. There is no equivalent waiver of interest provision under the CBCA.

**Dissident Proxy Solicitation**

Under both the CBCA and the ABCA, in the case of a solicitation by or on behalf of management of a corporation, a person is not entitled to solicit proxies unless a management proxy circular in the prescribed form, either as an appendix to or as a separate document accompanying the notice of the meeting, is made available to, among others, all of the shareholders whose proxies are solicited. Similarly, a person (other than management or on behalf of management) (a "**dissident**") is not entitled to solicit proxies unless a dissident's proxy circular in prescribed form and stating the purposes of the solicitation is made available in the prescribed manner to, among others, all of the shareholders whose proxies are solicited. However, under the CBCA, a dissident may solicit proxies without making available a dissident's proxy circular if the total number of shareholders whose proxies are solicited is 15 or fewer, two or more joint holders being counted as one shareholder, or, subject to certain requirements, by public broadcast, speech or publication. In contrast, under the ABCA, absent an exemption order from the Alberta Securities Commission, a dissident is only entitled to solicit proxies without making available a dissident's proxy circular if the total number of shareholders of the corporation entitled to vote at shareholder meetings is 15 or fewer.

**Stock Splits**

Under the CBCA, a special resolution of shareholders is required to amend the articles of a corporation to change shares in a class into a different number of shares of the same class.

The ABCA permits a directors' resolution to authorize a stock split where the only issued shares of a corporation are of one class as an alternative to a split achieved by filing articles of amendment. In the event a stock split approved by the directors, shareholders must be notified within 60 days. However, if more than one class of shares is outstanding, the holders of each class, voting separately as a class, must approve the split by special resolution.

**Notice of Meeting (Shareholders)**

Under the CBCA, notice of the time and place for a meeting of shareholders must be sent to each shareholder entitled to vote at the meeting, each director and the auditor of a corporation no less than 21 days and no more than 60 days before the meeting.

Under the ABCA, notice of the time and place for a meeting of shareholders must be sent to each shareholder entitled to vote at the meeting, each director and the auditor of a corporation no less than 21 days and no more than 50 days before the meeting.

**Disclosure Relating to Diversity**

Under the CBCA, at each annual meeting of the shareholders, the directors of a distributing corporation must place before the shareholders certain prescribed information respecting the diversity among the directors, the chair and vice-chair of the board of directors, the president of the corporation, the chief executive officer and chief financial officer, the vice president in charge of a principal business unit, division or function, including sales, finance or production, and individuals who perform policy-making functions in respect of the corporation. The ABCA has no such requirement.

If you have any questions or require any assistance in executing your proxy or voting instruction form, please call Morrow Sodali (Canada) Ltd. at:

**North American Toll-Free Number:** 1.888.999.2785
**Outside North America, Banks, Brokers and Collect Calls:** 1.289.695.3075
**Email:** assistance@investor.sodali.com

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