

**CST TRUST GROUP RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST**

CST Trust Company, a trust company existing under the laws of Canada, hereby declares that it will act as trustee (the "Trustee") for the annuitant (the "Annuitant"), as defined in the *Income Tax Act*, named in the attached application form (the "Application") under the CST Trust Group Retirement Savings Plan (the "Plan") upon the following terms and conditions:

1. TRUSTEE The Trustee shall administer the Plan and hold, administer and acquire the securities (the "Assets") of the sponsor (the "Sponsor") named in the Application.

Notwithstanding any other provision of the Plan, any corporation resulting from the merger or amalgamation of the Trustee with one or more other corporations or any corporation that succeeds to, or acquires, substantially all of the plan administration business of the Trustee shall thereupon become the Trustee for the purposes of the Plan without further act or formality, provided that the Plan continues to be acceptable for registration in accordance with Section 2.

Notwithstanding any other provision of the Plan, the Trustee shall be ultimately responsible for the administration of the Plan.

2. REGISTRATION The Trustee shall apply for the registration of the Plan under Section 146 of the *Income Tax Act* (Canada) (the "Act") and under any similar applicable legislation of a Province of Canada relating to retirement savings plans (the "Applicable Legislation").

3. EFFECTIVE DATE The Plan shall be established upon acceptance by the Trustee of the Application and registration of the Plan in accordance with Section 2.

4. ELIGIBILITY The statement of the Annuitant's date of birth on the Application shall constitute a certificate by the Annuitant to such effect and an undertaking to furnish such further evidence of proof of age as may be required for the provision of a retirement income.

Notwithstanding its execution by the Trustee, the Application is subject to certain legal restrictions and the Trustee reserves the right not to accept an Application where, in its sole discretion, it believes that the Application is not or may not be consistent with these restrictions.

5. AGENT The Employer (the "Employer") named on the Application shall act as agent for the Annuitants.

6. TRUST FUND The Trustee shall establish and maintain a separate trust fund (the "Fund") for the Annuitant to be used, invested or reinvested and held in accordance with, and only for the purposes of, the Plan.

7. CONTRIBUTIONS AND INVESTMENT Contributions to the Plan may, from time to time, be made in cash, or as approved by the Sponsor, in Assets, and must be made before the Maturity Date. Such contributions shall be held by the Trustee in the Fund.

Investment – The Trustee shall invest or reinvest the amounts received, from time to time, for the Plan in the Assets. The Assets shall be purchased at the price offered for the Assets on the Toronto Stock Exchange, or, if not listed for trading on the Toronto Stock Exchange, any other designated stock exchange, as defined in the Act, on which the Assets are listed. The Trustee shall not be responsible or liable in any event for the price at which the Assets are purchased. The Trustee may retain any cash balances in the Fund and may, but need not, hold the same in its deposit department or in the deposit department of one of the Trustee's Affiliates; but the Trustee and its Affiliates shall not be liable to account for any profit to any person other than at a rate, if any, established from time to time by the Trustee or its Affiliates. For the purposes of this Section 7, "Affiliate" means an affiliated company within the meaning of the *Business Corporations Act* (Ontario) ("OBCA").

The Annuitant shall be responsible for (a) ensuring that contributions to the Plan and any other registered retirement savings plan do not exceed the amounts permitted by the Act and any other Applicable Legislation; (b) ensuring that any transfers to the Plan are permitted by the Act and any other Applicable Legislation; and (c) ensuring that the investments of the Plan are "qualified investments" within the meaning of the Act. The Trustee shall exercise, or cause to be exercised, the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment.

If the Plan becomes liable for tax, interest or penalties under the Act (other than those imposed on the trustee under the Tax Act) or Applicable Legislation, the Trustee may realize sufficient investments of the Plan, selected in its sole discretion, to pay the liability and shall not be liable for any resulting loss.

8. INCOME TAX RECEIPTS The Trustee shall forward a receipt for income tax purposes in respect of contributions made to the Plan for the first two months of the calendar year and the last ten months of that calendar year.

9. MATURITY DATE The Plan shall mature on the last business day of the calendar year in which the Annuitant attains the age of 71 (or such other age as may be specified, from time to time, by the Act) (the "Maturity Date").

10. RETIREMENT INCOME AT MATURITY OF PLAN The Annuitant shall instruct the Trustee in a written form required by the Trustee, to realize the Assets and other property of the Fund and either purchase with the proceeds of such realization (less all charges, applicable taxes and Trustee fees) (the "Proceeds") an annuity for the purposes of providing the Annuitant with a retirement income payable to the Annuitant on the Maturity Date or, as permitted by applicable laws, transfer the Proceeds to a registered retirement income fund in which the Annuitant is the annuitant.

If the Annuitant instructs the Trustee to purchase an annuity for the Annuitant, the Annuitant shall also indicate on such written notice the company from which the annuity is to be purchased and the form of annuity which is to be purchased. The Annuitant may elect to receive the retirement income in any form that is permitted in Section 146 of the Act, subject to the following:

- a) The retirement income shall be paid by way of equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of the retirement income and, where such commutation is partial, by way of equal annual or more frequent periodic payments thereafter.
- b) If the Annuitant elects to receive the retirement income in a form that provides for a continuation of the retirement income after the death of either the Annuitant or the Spouse (as defined below), the total amount of the retirement income that may be payable in a calendar year after such death shall not exceed the total amount of the retirement income that may be payable in a calendar year before such death.
- c) The retirement income shall not be capable of being assigned in whole or in part.
- d) The annuity shall provide that it will be commuted in the event that the retirement income becomes payable to a person other than the Annuitant or the Spouse (as defined below).
- e) The Annuitant and, if applicable, the Spouse (as defined below) shall provide proof of age satisfactory to the Trustee and the issuer of the annuity, in their sole and absolute discretion, before the commencement of the retirement income.

If the Trustee has not received a written notice from the Annuitant pursuant to this Section 10, the Trustee may, or prior to the Maturity Date, realize the Assets and other property of the Fund, and, subject to applicable laws, maintain the Assets in the name of the Annuitant, without a retirement savings plan, on the register of the Sponsor.

11. PAYMENTS PRIOR TO MATURITY DATE At any time prior to the Maturity Date, the Annuitant may request, or within 30 days of termination with the Employer, the Annuitants shall request, the Trustee in a written form acceptable to the Trustee to realize all or any portion of the Assets and other property of the Fund and pay or transfer all or any portion of the Proceeds to the Annuitant or to another registered retirement savings plan or registered retirement income fund in which the Annuitant is the annuitant or to such other plan, fund or arrangement as may be permitted under the Act but the Annuitant shall not be entitled to require any such payment or transfer by the Trustee to the extent that such payment or transfer is prohibited under the Act, any applicable laws of Canada or a Province thereof. Upon such payment or transfer, as the case may be, the Trustee shall have no liability to the Annuitant with respect to the Assets and other property of the Fund so paid or transferred, as applicable, or with respect to any other obligations relating thereto.

12. DESIGNATION OF BENEFICIARY If the Annuitant is domiciled in a jurisdiction which by law permits a valid designation of a beneficiary other than by Will, the Annuitant may designate a beneficiary to receive the proceeds of the Plan in the event of the death of the Annuitant.

The Annuitant may make, change or revoke the designation by written notice signed by the Annuitant in a form acceptable to the Trustee. Any designation, amended designation or revoked designation will be valid on the day following its receipt by the Trustee. If the Trustee

received more than one designation from the Annuitant, the latest designation shall revoke all previous designations.

For Annuitants who are domiciled in Quebec, a beneficiary designation or any revocation may only be made by the Annuitant's will. It is the Annuitant's sole responsibility to ensure that a beneficiary designation or revocation is valid pursuant to the laws of Quebec.

13. DEATH PRIOR TO MATURITY DATE If the Annuitant dies prior to the Maturity Date and upon receipt of satisfactory evidence of the Annuitant's death and such other releases and documents the Trustee may require, the Trustee shall realize the Assets and other property of the Fund. The Proceeds shall be payable as soon as reasonably possible after such realization in a lump sum to the Beneficiary or, if there is no Beneficiary, to the Annuitant's estate.

If the Annuitant dies while domiciled in Quebec, in accordance with Section 12, the Proceeds shall be paid to the Annuitant's estate.

The Trustee shall be fully discharged from any further obligations and liability in connection with the Plan upon payment being made in accordance with this Section 13.

14. PAYMENTS UPON MARRIAGE OR PARTNERSHIP BREAKDOWN The Trustee shall make a payment or payments out of the Plan to effect a division of property provided that such payment is made pursuant to a decree, order or judgment of a competent tribunal, or in accordance with a written agreement, relating to a division of property between the Annuitant and the Spouse (as defined below) or former Spouse in settlement of rights arising out of or on the breakdown of their marriage or other conjugal relationship.

15. STATEMENTS AND REPORTS The Trustee shall provide to the Annuitant statements or other reports, as may be required under the Act, containing such information with respect to the Plan within such time periods, as may be prescribed under the Act, and such other statements or other reports with respect to the Plan as may reasonably be possible after the Trustee has received such request.

16. VOTING RIGHTS The Annuitant shall be provided all notices of shareholder meeting, proxy statements and other material distributed by the Sponsor to its shareholders.

17. COMPENSATION The Trustee shall be entitled to receive administration fees for compensation of its services under the Plan in such amounts as may be determined, from time to time, by the Trustee. The Trustee may deduct any such fees from the Assets and other property of the Fund, unless otherwise paid. The Trustee reserves the right to change the amount of such fees at any time upon 30 days prior written notice to the Sponsor. If these fees apply to the Annuitant, the Trustee will give the Annuitant notice of its fees and reserves the right to change, from time to time, the amount of such fees upon 30 days' prior written notice to the Annuitant.

18. RESIGNATION OF TRUSTEE The Trustee may resign as trustee or the Sponsor may remove the Trustee as trustee by giving 30 days' prior written notice to the other party hereto advising its resignation or removal. The Sponsor shall provide the Trustee with the name and address of the successor trustee to be appointed. The Trustee shall transfer to the successor trustee all of the Assets and other property of the Fund and all records related to its duties as trustee. The Trustee shall do all acts and execute all deeds necessary for the proper transfer of the Plan to the successor trustee.

If no such successor trustee is appointed by the Sponsor, the Annuitant shall be entitled to request the Trustee to realize the Assets and other property of the Fund and to pay the Proceeds to the Annuitant or to transfer the Proceeds to another registered retirement savings plan or registered retirement income fund in which the Annuitant is the annuitant or to such other plan, fund or arrangement as may be permitted under the Act. If no such request is made by the Annuitant within 60 days after the Trustee or the Sponsor has given notice of such resignation or removal, the Trustee may be entitled to and may realize the Assets and other property of the Fund and pay the Proceeds to the Annuitant.

19. AMENDMENTS AND REVISIONS The Trustee may, from time to time, amend the Plan with the concurrence of the Canada Revenue Agency and, if applicable, the concurrence of the provincial tax authorities:

- a) without prior notice to either the Sponsor or the Annuitant and without their consent, provided that the amendment is made for the purpose of complying with the Act or the amendment will not, in the Trustee's sole opinion, adversely affect the rights of the Annuitant and
 - b) in all other cases, by giving 30 days written notice to the Sponsor who shall notify the Annuitants,
- provided that in all cases no such amendment will have the effect of disqualifying the Plan as a retirement savings plan under the Act and the Applicable Legislation.

20. NOTICES Any notice given to the Trustee hereunder shall be sufficiently given if delivered to the Trustee at its Plan Administration Business in the City of Toronto or, if mailed, postage prepaid, addressed to the Trustee at such office. Notice shall be deemed to have been given on the actual date it is received by the Trustee. Any notice, statement or receipt to the Annuitant shall be sufficiently given if delivered personally to the Annuitant or if mailed, postage prepaid, addressed to the Annuitant at the address of the Annuitant last shown on the records of the Trustee. Such notice, statement or receipt shall be deemed to have been given at the time of delivery to the Annuitant if delivered personally, or, if mailed, on the date mailed to the Annuitant.

21. PAYMENT TO REDUCE PART X.1 TAX The Trustee shall, upon receipt of the Annuitant's written request and authorization, refund to the taxpayer, as directed in the request, an amount paid to reduce the amount of tax otherwise payable under Part X.1 of the Act. The Trustee will not have any responsibility whatsoever for determining the amount as stated in the previous sentence in respect of any registered retirement savings plan.

22. ENTIRE AGREEMENT The Application and this Declaration of Trust and, if applicable, the Addendum, shall constitute the entire agreement between the Annuitant and the Trustee with respect to the Plan.

23. LANGUAGE The Annuitant has requested that the Annuitant's Application, this Declaration and all ancillary documents be provided to the Annuitant in English. Le r ntier a exig  que la demande, la pr sente d claration et tous les documents accessoires lui soient fournis en anglais.

24. TAXES AND ASSESSMENTS The Trustee shall pay out of the Assets and other property of the Fund any taxes or other assessments payable or levied under any applicable laws in respect of the Plan (other than taxes or assessments imposed on the Trustee under the Act). The Trustee shall withhold from any amounts payable under the Plan any amounts so required to be withheld, any taxes or other assessments payable by the Plan under the Act and the Applicable Legislation.

25. INFORMATION The statements provided by the Annuitant on the Application, including without limiting the generality of the foregoing, the birth date(s) and social insurance number(s), shall constitute a certification by the Annuitant upon which the Trustee may act and rely and an undertaking to furnish such further evidence of proof of age and other factual information as may be required for the provision of a retirement income.

26. SPOUSE The term "Spouse" as used in this Declaration of Trust and the Application shall mean the Annuitant's spouse and the individual recognized as the spouse under the Act and shall include common-law partner as defined in the Act.

27. PRIVACY AND COMPLAINTS The Trustee will collect, use and disclose personal information to establish and service the Plan, as required or permitted by law and as disclosed in the Trustee's Privacy Policy. The Trustee may, from time to time, disclose or transfer personal information given to it by the Annuitant to the Sponsor and the Employer. By applying for the Plan, the Annuitant is consenting to these collections, uses and disclosures. The Trustee's Privacy Policy is available on request from any of the Trustee's office.

If the Annuitant has a concern or complaint, please refer to the Contact Us section of the Trustee's website (which is www.canstockla.com) for a list of departments that can assist the Annuitant.

28. GOVERNING LAWS The Plan shall be governed by, and be construed in accordance with, the laws of the Ontario and the federal laws of Canada applicable therein.



GROUP RETIREMENT SAVINGS PLAN APPLICATION FORM

RSP Account Number - _____

Date _____

SPONSOR: OBSIDIAN ENERGY LTD.

EMPLOYER: OBSIDIAN ENERGY LTD.

EMPLOYEE NUMBER: _____

ANNUITANT: (Spouse is the Annuitant for a Spousal Retirement Savings Plan)

Name: _____
 First name Initial(s) Surname

Mr. Mrs. Miss. Ms Language: English French

Annuitant's SIN |__|_|_| |__|_|_| |__|_|_| Annuitant's Date of Birth |__|_|_| |__|_|_| |__|_|_|
 Day Mon Year

Annuitant's Address _____

Postal Code _____ Occupation _____

Complete Only If The Employee's Spouse Is The Annuitant:

Employee's Name _____ Mr. Mrs. Miss. Ms
 First Name Initial(S) Surname

Employee's Sin |__|_|_| |__|_|_| |__|_|_| Employee's Date Of Birth |__|_|_| |__|_|_| |__|_|_|
 Day Mon Year

Occupation _____

DESIGNATED BENEFICIARY: (For Use in applicable Provinces only)
In certain provinces a beneficiary designation or any revocation thereof may be made only by a will. In addition, in some cases the rights of the Annuitant's spouse may override such beneficiary designation. Also, as your designation may not automatically change as a result of your future marriage/relationship or marriage/relationship breakdown, you may need to complete a new designation for this purpose. It is your sole responsibility to ensure that the beneficiary designation is effective and is changed when appropriate.

For Annuitants who are domiciled in Quebec, a beneficiary designation or any revocation may only be made by the Annuitant's will. It is the Annuitant's sole responsibility to ensure that a beneficiary designation or revocation is valid pursuant to the laws of Quebec.

I hereby revoke any beneficiary designation previously made by me in respect of the Plan and designate the individual named below as beneficiary to receive any amounts under the Plan in the event of my death.

Mr. Mrs. Miss. Ms

Name: _____ Relationship: _____
 First name Initial(s) Surname

Beneficiary's SIN |__|_|_| |__|_|_| |__|_|_| Beneficiary's Date of Birth |__|_|_| |__|_|_| |__|_|_|
 Day Mon Year

 Date Signature of Annuitant

TO: CST TRUST COMPANY:

I have read and agree to comply with the terms and conditions of the Declaration of Trust, as set forth on the attachment to this Application, and this Application.

I request CST Trust Company (the "Trustee") to apply for the registration of the Plan as a "registered retirement savings plan" under the *Income Tax Act* (Canada) and, if applicable, under any provincial income tax legislation.

I am aware of the consequences of including investments in the Plan which are not qualified investments under the *Income Tax Act*.

I understand that the Trustee will have no obligation to supervise, monitor or give any investment advice in connection with the purchase, retention or sale of any investment made in the Plan.

I hereby appoint the Employer to (i) act as my agent for the purposes of the Plan and (ii) to remit the amount of the contributions to the Plan to the Trustee.

CST Trust Company
 PER: _____

 Signature Of Annuitant

 Date