

Notice of Special Meeting of Shareholders

July 14, 2026 | 10 a.m. MT

with respect to a proposed plan of arrangement involving ARC Resources Ltd.,
Shell plc, Shell Canada Limited and the Shareholders of ARC Resources Ltd.

SPECIAL MEETING

Management **Information Circular**



YOUR VOTE IS IMPORTANT

The ARC Board unanimously recommends voting **FOR** the Arrangement Resolution.

These materials are important and require your immediate attention.

If you have questions or require assistance with voting your shares,
you may contact the Company's proxy solicitation agent.

Laurel Hill Advisory Group

By calling or texting "INFO" to:

1-877-452-7184 (toll-free in Canada and the U.S.)

1-416-304-0211 (outside of Canada and the U.S.)

By email to assistance@laurelhill.com



NOTICE OF SPECIAL MEETING OF SHAREHOLDERS OF ARC RESOURCES LTD.

to be held on July 14, 2026

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

**ARC RESOURCES LTD., SHELL PLC, SHELL CANADA LIMITED,
AND HOLDERS OF COMMON SHARES OF ARC RESOURCES LTD.**

THE BOARD OF DIRECTORS OF ARC RESOURCES LTD. UNANIMOUSLY RECOMMENDS THAT ARC SHAREHOLDERS VOTE "<u>FOR</u>" THE ARRANGEMENT RESOLUTION

June 9, 2026

These materials are important and require your immediate attention. They require holders ("ARC Shareholders") of common shares ("ARC Shares") of ARC Resources Ltd. ("ARC") to make important decisions. If you are in doubt as to how to make such decisions or require assistance with voting your ARC Shares or completing your letter of transmittal, please contact your financial, legal, tax or other professional advisors. Inquiries concerning the information in this document should be directed to Laurel Hill Advisory Group, the proxy solicitation agent retained by ARC, by calling 1-877-452-7184 (toll-free in Canada and the United States), or 1-416-304-0211 (outside of Canada and the United States), by texting "INFO" to either number, or by email at assistance@laurelhill.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 ARC SHAREHOLDERS

June 9, 2026

Dear fellow ARC Shareholders:

We are pleased to invite you to attend a special meeting (the "**ARC Meeting**") of holders (the "**ARC Shareholders**") of common shares (the "**ARC Shares**") of ARC Resources Ltd. ("**ARC**" or the "**Corporation**") to be held through a live audio webcast accessible at meetings.lumiconnect.com/400-458-471-179 on July 14, 2026 at 10:00 a.m. (Mountain time). The password for the live audio webcast is "**arc2026**", case-sensitive.

The Arrangement

At the ARC Meeting, ARC Shareholders will be asked to consider, and, if deemed advisable, to pass, with or without variation, a resolution (the "**Arrangement Resolution**") approving a statutory arrangement (the "**Arrangement**") pursuant to section 193 of the *Business Corporations Act* (Alberta), pursuant to which Shell plc ("**Shell**"), through Shell Canada Limited ("**Shell Canada**") or an affiliated assignee of Shell Canada, will acquire, directly or indirectly, all of the outstanding ARC Shares. If the Arrangement is implemented, each ARC Shareholder (other than Dissenting ARC Shareholders, as defined in the accompanying management information circular and proxy statement of ARC dated June 9, 2026 (the "**Circular**")) shall be entitled to receive, in exchange for each ARC Share held: (i) \$8.20 in cash; and (ii) 0.40247 of an ordinary share (each whole share, a "**Shell Share**") of Shell (collectively, the "**Consideration**"), representing total consideration of approximately \$32.80 per ARC Share based upon the closing price of Shell Shares on the London Stock Exchange ("**LSE**") and the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada as of April 24, 2026. The Consideration received by each ARC Shareholder will be subject to rounding, withholding and Stamp Taxes (as defined in the Circular) and other adjustments, in each case as set out in the amended and restated plan of arrangement (the "**Plan of Arrangement**") attached as Schedule A to the amending agreement dated June 6, 2026 (the "**Amending Agreement**") among ARC, Shell, and Shell Canada which amends the arrangement agreement dated April 27, 2026 among ARC, Shell and Shell Canada (the "**Original Arrangement Agreement**", and together with the Amending Agreement, the "**Arrangement Agreement**"), which is attached as Appendix B to the Circular.

The ARC Shares are listed and posted for trading on the Toronto Stock Exchange (the "**TSX**") under the symbol "ARX". The Shell Shares are listed and admitted to trading on the LSE under the symbol "SHEL" and on Euronext (as defined in the Circular) under the symbol "SHELL". Shell's American Depositary Receipts ("**Shell ADRs**") are listed on the NYSE (as defined in the Circular) and trade under the symbol "SHEL". Each Shell ADR represents one American Depositary Share, which in turn, represents a right to receive two outstanding Shell Shares held by a depositary.

Immediately after completion of the Arrangement, it is expected that existing shareholders of Shell will own approximately 96.1% and the former ARC Shareholders will own approximately 3.9% of the Shell Shares.

Reasons for the Arrangement

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

- *Attractive Premium and Value:* The Consideration of \$32.80 per ARC Share (based upon the closing price of Shell Shares on the LSE and the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada as of April 24, 2026) represents a 27% premium to the closing price of the ARC

Shares on the TSX on April 24, 2026, the last trading day before the Arrangement was announced, and a meaningful premium to the 20-day and 30-day volume-weighted average trading prices before such date.

- *Optionality to Retain Meaningful Equity Exposure or Monetize Highly Liquid Shares:* The Consideration mix allows ARC Shareholders to gain equity exposure to an integrated global energy platform through Shell Shares which represent 75% of the Consideration, or to monetize some or all of these highly liquid shares in the open market.
- *Shell's Commitment to Shareholder Returns:* ARC Shareholders receiving Shell Shares will benefit from Shell's commitment to returning 40 to 50% of cash flow from operations to its shareholders through a 4% progressive dividend and share buybacks. The buybacks announced with Shell's Q1 2026 quarterly results on May 7, 2026 were the 18th consecutive quarter of share buybacks of at least US\$3 billion and the announced Q1 2026 quarterly interim dividend amounted to US\$0.3906 per Shell Share.
- *Improved Cost of Capital and Reduced Cash Flow Volatility:* Shell's strong investment grade credit ratings and diversified global portfolio are expected to reduce cash flow volatility, improve access to global markets, and reduce exposure to in-basin pricing. Through ownership of Shell Shares, ARC Shareholders will benefit from Shell's lower cost of capital, broader market access, and greater financial resilience through commodity and economic cycles.
- *De-Risks and Accelerates Value Realization:* The board of directors of ARC (the "**ARC Board**") believes the Consideration realizes premium value for ARC's long-duration Montney asset base, in particular recognizing the long-term resource potential of Attachie. In addition, the Consideration reflects long-term commodity prices in line with or above mid-cycle levels and meaningfully above long-term futures prices as of the date of the Arrangement Agreement.
- *Unlocks and Advances LNG-Related Value Through Shell's Global Integrated Gas Platform:* The Consideration reflects accelerated value for ARC's undeveloped natural gas properties adjacent to Shell's operations which are connected to LNG Canada. The Arrangement provides opportunity to realize additional value through Shell's global natural gas value chain that includes LNG Canada Phase 1, in which Shell holds a 40% interest, and the potential LNG Canada Phase 2 project, which is subject to a final investment decision.
- *Aligned Priorities of Responsible Development, Operational Excellence and Safety:* Both Shell and ARC have complementary core values and operating philosophies that create alignment for employees and external stakeholders. Through strong environmental, social and governance practices, both companies consistently demonstrate their commitment to responsible development. This includes a strong safety culture that prioritizes people and operational excellence.
- *Opportunities for ARC Employees:* Shell has indicated it intends to maintain a significant operational presence in Western Canada and integrate ARC's people into its Canadian operations. The ARC Board believes Shell's global scale and ongoing investment in employee development will benefit ARC's workforce and provide enhanced opportunities for professional growth and development.
- *Positive Impact on Communities, Indigenous Peoples and Stakeholders:* ARC and Shell have each demonstrated a longstanding commitment to supporting the communities in which they operate. Both companies have established community investment programs and partnerships that support local initiatives, address social priorities, and foster strong relationships with community stakeholders. The ARC Board believes that Shell's presence will provide sustained long-term investment that will deliver enduring economic benefits in its operating communities and support long-term social investments that benefit the region and local Indigenous communities.

In addition to the anticipated benefits for ARC Shareholders described above, the ARC Board considered various other factors they deemed to be appropriate. For additional information with respect to the anticipated benefits of the Arrangement and other reasons that the ARC Board considered in unanimously determining that the Arrangement is in the best interests of ARC, see "*The Arrangement – Reasons for the Arrangement*" in the Circular.

Approvals

The Arrangement 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 ARC Shareholders present in person or represented by proxy at the ARC Meeting. If the Arrangement Resolution is not approved by the ARC 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 ARC 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 in the second half of 2026.

No approval of the existing holders of Shell Shares is required for the completion of the Arrangement or the issuance of the Shell Shares pursuant to the Arrangement. Completion of the Arrangement is conditional upon the LSE having provided written acknowledgement to Shell or its agent that admission of the Shell Consideration Shares (as defined in the Circular) to listing in the equity shares (commercial companies) category of the Official List of the Financial Conduct Authority and to trading on the LSE's main market for listed securities (the "**LSE Admission**") will occur. Shell has agreed to use reasonable best efforts to obtain the LSE Admission and to take and cause to be taken all necessary corporate actions to create, allot and reserve for issuance the Shell Consideration Shares.

ARC Support Agreements

Concurrently with the execution of the Original Arrangement Agreement, each director and certain officers of ARC entered into a support agreement with Shell, pursuant to which they have agreed, among other things, to vote, or cause to be voted, all ARC Shares beneficially owned or controlled by such directors and officers in favour of the Arrangement Resolution and to otherwise support the Arrangement. For additional details, see "*The Arrangement – ARC Support Agreements*" in the Circular.

Fairness Opinion

In connection with the Arrangement, the ARC 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 ARC 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 ARC Board*" in the Circular.

RBC Dominion Securities Inc. ("**RBC Capital Markets**") was engaged by the Corporation to act as financial advisor to the Corporation, the ARC Board and the Special Committee. RBC Capital Markets has provided the Special Committee and the ARC Board with a written opinion (the "**Fairness Opinion**") that, as of April 27, 2026, and subject to certain assumptions, limitations, qualifications and other matters stated in such opinion, the Consideration to be received by the ARC Shareholders, pursuant to the Arrangement is fair, from a financial point of view, to the ARC Shareholders.

The full text of the Fairness Opinion is attached as Appendix D to the Circular.

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

Recommendation

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

The ARC Board, after consulting with RBC Capital Markets and the Corporation's legal advisors, and after careful consideration of, among other things, the Fairness Opinion and the recommendation of the Special Committee unanimously: (i) determined that the Arrangement and the entry into the Arrangement Agreement by ARC are in the best interests of ARC and fair to ARC Shareholders; and (ii) resolved to recommend that ARC Shareholders vote in favour of the Arrangement Resolution at the ARC Meeting.

In making their recommendation, the Special Committee and the ARC 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 ARC Board*", "*The Arrangement – Recommendation of the Special Committee*", "*The Arrangement – Financial Advisor and Fairness Opinion*" 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 ARC 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 ARC Meeting

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

Whether or not you are able to attend the ARC Meeting, we urge you to vote by proxy in advance of the meeting to ensure your vote is counted. In order to be valid and acted upon at the ARC Meeting, proxies must be received by Computershare by 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC Meeting is reconvened or held, as the case may be).

For registered ARC Shareholders, being those who hold their ARC Shares with a physical share certificate or Direct Registration System (DRS) advice ("**DRS Advice**"), they should complete the form of proxy and submit it to ARC's transfer agent, Computershare Trust Company of Canada ("**Computershare**") per the instructions below for registered ARC Shareholders.

For ARC Shareholders who hold their ARC Shares through an intermediary/broker or who otherwise do not hold their ARC Shares in their own name ("**Beneficial Shareholders**") wishing to vote their ARC Shares at the ARC Meeting, they must provide instructions to the intermediary/broker through which they hold their ARC Shares in sufficient time prior to the holding of the ARC Meeting. See the instructions below for Beneficial Shareholders.

Voting Method	Registered ARC Shareholders If your ARC Shares are held in your name and represented by a physical certificate or DRS Advice.	Beneficial Shareholders If your ARC Shares are held with a broker, bank or other intermediary.
Internet 	www.investorvote.com	www.proxyvote.com You will need your 16-digit control number located on the form of proxy/voting instruction form ("VIF").
Telephone 	North American Toll Free: 1-866-732-VOTE (8683) Outside North America: (312) 588-4290	If your ARC Shares are held through a Canadian intermediary: 1-800-474-7493 (English) 1-800-474-7501 (French) If your ARC Shares are held through a U.S. intermediary: 1-800-854-8683 You will need your 16-digit control number located on the form of proxy/VIF.
Mail 	Complete, date and sign the form of proxy and return in the enclosed postage paid envelope or one addressed to: Computershare Trust Company of Canada Attn: Proxy Department 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6	Complete, date and sign the VIF and return it in the enclosed postage paid envelope.

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

Letter of Transmittal

Under the terms of the Arrangement Agreement, each ARC Shareholder (other than Dissenting ARC Shareholders) shall be entitled to receive for each ARC Share held: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement. A letter of transmittal ("**Letter of Transmittal**") has been mailed, together with this Circular, to each person who was a registered ARC Shareholder of ARC Shares on the Record Date. In order to receive the Consideration to which they are entitled, registered ARC Shareholders are required to complete and sign the Letter of Transmittal enclosed with this Circular, marking the appropriate elections that are described in this Circular, and deliver it and the other documents required by it, including any certificate(s), if applicable, representing the ARC Shares held by them, to the Depositary in accordance with the instructions contained in the Letter of Transmittal.

To the extent that a former ARC Shareholder has not complied with the provisions of the Plan of Arrangement on or before the date that is three years after the Effective Date (as defined in the Circular), such former ARC Shareholder's right to receive the Consideration will terminate and be deemed to be surrendered and forfeited in accordance with the Plan of Arrangement.

Only registered ARC Shareholders are required to submit a Letter of Transmittal. Beneficial Shareholders whose ARC Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their intermediary or nominee for instructions and assistance in receiving the Consideration in exchange for their ARC Shares.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully. Registered ARC Shareholders can obtain additional copies of the Letter of Transmittal by contacting Computershare Investor Services Inc. at 1-800-564-6253 (within Canada and US) or 1-514-982-7555 (outside of Canada and US) or by email at corporateactions@computershare.com. The Letter of Transmittal is also available on ARC's website at www.arcresources.com/ShellAcquisition and on SEDAR+ under ARC's profile at www.sedarplus.ca.

Your vote is important to ARC and we strongly encourage you to participate and submit the applicable enclosed form of proxy or a VIF. If you have any questions or need additional information, you should consult your financial, legal, tax or other professional advisor. You may also contact Laurel Hill Advisory Group, the proxy solicitation agent retained by ARC, by calling 1-877-452-7184 (toll-free in Canada and the United States), or 1-416-304-0211 (outside of Canada and the United States), by texting "INFO" to either number, or by email at assistance@laurelhill.com.

On behalf of ARC, I would like to thank all ARC Shareholders for their ongoing support as we prepare to take part in this important transaction for ARC.

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

Sincerely,

(Signed) "*Terry M. Anderson*"
President and Chief Executive Officer
ARC Resources Ltd.

QUESTIONS AND ANSWERS ABOUT THE ARC MEETING AND THE ARRANGEMENT

The following is intended to address certain commonly asked questions concerning the Arrangement and the Arrangement Resolution to be presented at the ARC 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 all of which are important and should be reviewed carefully. Capitalized terms used but not otherwise defined in this "Questions and Answers About the ARC 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 ARC Meeting materials because you have been identified as an ARC Shareholder as of the Record Date for the ARC Meeting, being June 1, 2026. As described below, ARC Shareholders must approve the Arrangement Resolution at the ARC Meeting in order to complete the Arrangement. This Circular contains important information about the Arrangement, related transactions and the ARC Meeting. You should read it carefully.

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

A: ARC Shareholders are being asked to vote on the Arrangement Resolution at the ARC Meeting. Approval of the Arrangement Resolution is a condition to the completion of the Arrangement. The full text of the Arrangement 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 ARC Meeting, other than the vote on the Arrangement Resolution.

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 ARC by Shell, through Shell Canada or an affiliated assignee of Shell Canada, upon receiving shareholder and Court approval that then becomes binding on all 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, each ARC Shareholder (other than Dissenting ARC Shareholders) will transfer their ARC Shares to AcquisitionCo, the affiliated assignee of Shell Canada to be determined prior to the Effective Date, in the manner set forth in the Plan of Arrangement and will be entitled to receive the Consideration for each ARC Share held of: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement. See "*The Arrangement – Arrangement Steps*" and "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders*" in the body of this Circular.

No fractional Shell Consideration Shares will be issued under the Plan of Arrangement. If a former ARC Shareholder would otherwise be entitled to receive a fractional Shell Consideration Share, the number of Shell Consideration Shares to be delivered to such former ARC Shareholder will be rounded down to the nearest whole Shell Consideration Share, and such former ARC Shareholder will receive at Shell's election: (i) a cash payment equal to such fractional interest multiplied by the opening LSE price of a Shell Share four (4) Business Days before the Effective Date, converted to Canadian dollars at the applicable Bank of Canada rate, and rounded to the nearest \$0.01; or (ii) such ARC Shareholder's due proportion of the net proceeds from the sale of aggregated fractional entitlements (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), in lieu of such fractional Shell Consideration Share in accordance with the Plan of Arrangement. The cash payment will be converted to Canadian dollars using the

then-prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Selling Agent, as applicable, in accordance with the Plan of Arrangement. In calculating fractional interests, all ARC Shares registered in the name of, or beneficially held by, such former ARC Shareholder or its nominee(s), will be aggregated. If the aggregate cash amount which a former ARC 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 ARC Shareholder shall be entitled to receive shall be rounded to the nearest whole \$0.01.

An ARC Shareholder that is an Ineligible Foreign Holder will not receive Shell Shares. Instead, the Shell Consideration Shares to which such holder would otherwise be entitled will be delivered to the Nominee, who will sell those Shell Consideration Shares (for the benefit of, and as agent and nominee for, such Ineligible Foreign Holder) and pay and deliver the applicable net proceeds (together with the Cash Consideration) in cash to such Ineligible Foreign Holder in full satisfaction of such Ineligible Foreign Holder's right to receive Share Consideration under the Arrangement. See the Letter of Transmittal for more details.

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

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

A: Yes. Concurrently with the execution of the Original Arrangement Agreement, each director and certain officers of ARC entered into a support agreement with Shell, pursuant to which they have agreed, among other things, to vote, or cause to be voted, all ARC Shares beneficially owned or controlled by such directors and officers in favour of the Arrangement Resolution and to otherwise support the Arrangement. For additional details, see *"The Arrangement – ARC Support Agreements"* in the body of this Circular.

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

A: A Letter of Transmittal has been mailed, together with this Circular, to each person who was a registered ARC Shareholder of ARC Shares on the Record Date. In order to receive the Consideration to which they are entitled, registered ARC Shareholders are required to complete and sign the Letter of Transmittal enclosed with this Circular, marking the appropriate elections that are described in this Circular, and deliver it and the other documents required by it, including any certificate(s), if applicable, representing the ARC Shares held by them, to the Depository in accordance with the instructions contained in the Letter of Transmittal. Under the Arrangement, each ARC Shareholder (other than Dissenting ARC Shareholders) shall be entitled to receive for each ARC Share held: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement. Registered ARC Shareholders will not actually receive any Consideration until the Arrangement is completed and they have returned their properly completed documents, including the Letter of Transmittal and any certificate(s) representing their ARC Shares. An ARC Shareholder that is an Ineligible Foreign Holder will not receive Shell Shares. Instead, the Shell Consideration Shares to which such holder would otherwise be entitled will be delivered to the Nominee, who will sell those Shell Consideration Shares (for the benefit of, and as agent and nominee for, such Ineligible Foreign Holder) and pay and deliver the applicable net proceeds (together with the Cash Consideration) in cash to such Ineligible Foreign Holder in full satisfaction of such Ineligible Foreign Holder's right to receive Share Consideration under the Arrangement. See the Letter of Transmittal for more details.

Under the Plan of Arrangement, registered ARC Shareholders who are not Ineligible Foreign Holders and who do not wish to receive Shell Consideration Shares may choose to exercise the Liquidity Option. Registered ARC Shareholders may, at their sole option, elect the Liquidity Option by checking the appropriate box in the Letter of Transmittal, to have all (but not less than all) of the Shell Consideration Shares to which such registered ARC Shareholders are entitled pursuant to the Arrangement sold on their behalf by the Selling Agent (acting as agent and nominee for such registered ARC Shareholder) and to receive a cash amount equal to the net proceeds from such sale. The Liquidity Option is not available to Beneficial Shareholders who hold their ARC Shares through an intermediary/broker.

To the extent that a former ARC Shareholder has not complied with the provisions of the Plan of Arrangement on or before the date that is three years after the Effective Date, such former ARC Shareholder's right to receive the Consideration will terminate and be deemed to be surrendered and forfeited in accordance with the Plan of Arrangement.

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

Only registered ARC Shareholders are required to submit a Letter of Transmittal. Beneficial Shareholders whose ARC Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their intermediary or nominee for instructions and assistance in receiving the Consideration in exchange for their ARC Shares.

If you are a registered ARC Shareholder and have provided valid CREST account details in a validly completed and delivered Letter of Transmittal, you will receive the Shell Consideration Shares to which you are entitled in such CREST account as soon as practicable after the Effective Date. If you are a registered ARC Shareholder and: (i) you have not provided valid CREST account details in your Letter of Transmittal; and (ii) you have not made a Liquidity Option election in your Letter of Transmittal, the Shell Consideration Shares to which you are entitled will be delivered in certificated form after the Effective Date.

The Cash Consideration and Shell Consideration Shares, or in the case of an Ineligible Foreign Holder or an ARC Shareholder electing the Liquidity Option, the net proceeds from the sale of the Shell Consideration Shares that such holder would otherwise be entitled to receive (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Nominee (in respect of an Ineligible Foreign Holder) or the Selling Agent (in respect of an ARC Shareholder electing the Liquidity Option), will be delivered as soon as practicable after the later of the Effective Date and the date on which the Depositary receives a properly completed and duly and validly executed Letter of Transmittal, if applicable, together with any certificate(s), if applicable, formerly representing the ARC Shares exchanged under the Arrangement and such other documents and instruments as the Depositary may reasonably require.

Under no circumstances will interest accrue or be paid by Shell, Shell Canada, ARC, the Depositary, the Nominees, or the Selling Agent in respect of the cash portion of any Consideration (and any cash in lieu of fractional Shell Consideration Shares or the net cash proceeds of the sale of any Shell Consideration Shares, as applicable), regardless of any delay in making such payment.

Q: Did the ARC Board obtain a fairness opinion in helping it determine whether or not to proceed with the Arrangement?

A: Yes. RBC Capital Markets has provided the Special Committee and the ARC Board with the Fairness Opinion which concludes that, as of April 27, 2026, and subject to certain assumptions, limitations, qualifications and other matters stated in such opinion, the Consideration to be received by the ARC Shareholders, pursuant to the Arrangement is fair, from a financial point of view, to the ARC Shareholders. The full text of the Fairness Opinion is attached as Appendix D to this Circular.

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

Q: How do I know if I am an Ineligible Foreign Holder?

A: Registered ARC Shareholders and Beneficial Shareholders who have a registered address in, or who are located and/or resident in, Hong Kong, South Africa or New Zealand will be considered to be Ineligible Foreign Holders for purposes of the Arrangement. Registered ARC Shareholders will need to identify their status as Ineligible Foreign Holders in the Letter of Transmittal. Beneficial Shareholders who hold their ARC

Shares through an intermediary/broker should identify themselves as Ineligible Foreign Holders to their respective intermediary/broker in accordance with procedures implemented by their intermediary/broker for such purpose.

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

Q: How does the ARC Board recommend that I vote on the Arrangement Resolution?

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

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

See "*The Arrangement – Recommendation of the ARC Board*", "*The Arrangement – Financial Advisor and Fairness Opinion*", "*The Arrangement – Background to the Arrangement*" and "*The Arrangement – Reasons for the Arrangement*" in the body of this Circular.

Q: Who is eligible to vote at the ARC Meeting?

A: Whether or not you plan to personally attend the Meeting, you are encouraged to submit your vote well in advance of the proxy deadline at 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC Meeting is reconvened or held, as the case may be).

Registered ARC Shareholders are entitled to vote at the ARC Meeting if they held such ARC Shares as of the close of business on the Record Date, being June 1, 2026. If a registered ARC Shareholder transfers ARC Shares after the Record Date and the transferee of those ARC Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such ARC Shares or having otherwise established that the transferee owns such ARC Shares, demands, at least 10 days before the ARC Meeting, that the transferee's name be included in the list of ARC Shareholders entitled to vote at the ARC Meeting, such transferee shall be entitled to vote such ARC Shares at the ARC Meeting instead of the transferor.

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

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

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

Q: How many votes do ARC Shareholders have?

A: ARC Shareholders are entitled to cast one vote for each ARC Share held by such ARC Shareholder at the close of business on the Record Date. As of the Record Date, there were 566,464,304 ARC Shares issued and outstanding.

Q: What constitutes a quorum for the ARC Meeting?

A: The quorum at the ARC Meeting shall be Persons present not being less than two in number and holding or representing by proxy not less than 25% of the ARC Shares entitled to be voted at the ARC Meeting. If a quorum is present at the opening of the ARC Meeting, the ARC Shareholders present or represented by proxy may proceed with the business of the ARC Meeting notwithstanding that a quorum is not present throughout the ARC Meeting. If a quorum is not present at the opening of the ARC Meeting, the ARC Shareholders present or represented by proxy may adjourn the ARC Meeting to a fixed time and place but may not transact any other business.

Q: What vote by ARC Shareholders is required to approve the Arrangement Resolution?

A: The Arrangement 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 66 $\frac{2}{3}$ % of the votes cast by ARC Shareholders present in person or represented by proxy at the ARC Meeting. If the Arrangement Resolution is not approved by the ARC 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, ARC Shareholders must approve the Arrangement Resolution.

Q: Will the Shell Shares to be issued to ARC Shareholders in connection with the Arrangement be traded on an exchange?

A: Yes. It is a condition to the completion of the Arrangement that written acknowledgement is received from the LSE that the Shell Consideration Shares to be issued to ARC Shareholders in exchange for their ARC Shares will obtain LSE Admission.

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 Shell documents incorporated by reference herein and the ARC AIF and the ARC Annual MD&A, which are available on ARC's website at www.arcresources.com and under ARC's SEDAR+ issuer profile at www.sedarplus.ca and to consider how the Arrangement will affect you as an ARC Shareholder.

The deadline for proxies to be received by Computershare is 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC Meeting is reconvened or held, as the case may be).

A Letter of Transmittal has been mailed, together with this Circular, to each person who was a registered ARC Shareholder of ARC Shares on the Record Date. In order to receive the Consideration to which they are entitled, registered ARC Shareholders are required to complete and sign the Letter of Transmittal enclosed with this Circular, marking the appropriate elections that are described in this Circular, and deliver it and the other documents required by it, including any certificate(s), if applicable, representing the ARC Shares held

by them, to the Depositary in accordance with the instructions contained in the Letter of Transmittal. Registered ARC Shareholders will not actually receive any Consideration until the Arrangement is completed and they have returned their properly completed documents, including the Letter of Transmittal and any certificate(s) representing their ARC Shares.

To the extent that a former ARC Shareholder has not complied with the provisions of the Plan of Arrangement on or before the date that is three years after the Effective Date, such former ARC Shareholder's right to receive the Consideration will terminate and be deemed to be surrendered and forfeited in accordance with the Plan of Arrangement.

Only registered ARC Shareholders are required to submit a Letter of Transmittal. Beneficial Shareholders whose ARC Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their intermediary or nominee for instructions and assistance in receiving the Consideration in exchange for their ARC Shares.

See the question "How do I receive the Consideration that I am entitled to under the Arrangement?" for additional details.

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 ARC Shares that are registered under different names, account types or addresses. For example, you may own some ARC Shares directly as an ARC Shareholder of record and other ARC 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 VIF you receive to ensure all of your ARC Shares are voted for at the ARC Meeting.

Q: Can I vote if I acquire ownership of ARC Shares after the Record Date?

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

Q: Who can ask questions at the ARC Meeting?

A: Only registered ARC Shareholders and duly appointed proxyholders may attend and participate in the ARC Meeting, including by asking questions, provided they follow the instructions in this Circular.

Beneficial Shareholders who wish to participate during the ARC 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 ARC Meeting as guests, but will not be able to ask questions or otherwise participate in the ARC Meeting.

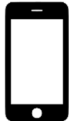
Q: How do I vote?

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

Whether or not you are able to attend the ARC Meeting, we urge you to vote by proxy in advance of the meeting to ensure your vote is counted.

For registered ARC Shareholders, being those who hold their ARC Shares with a physical share certificate or DRS Advice, they should complete the form of proxy and submit it to ARC's transfer agent, Computershare, per the instructions below for registered ARC Shareholders.

For Beneficial Shareholders wishing to vote their ARC Shares at the ARC Meeting, they must provide instructions to the intermediary/broker through which they hold their ARC Shares in sufficient time prior to the holding of the ARC Meeting. See the instructions below for Beneficial Shareholders.

Voting Method	Registered ARC Shareholders	Beneficial Shareholders
	If your ARC Shares are held in your name and represented by a physical certificate or DRS Advice.	If your ARC Shares are held with a broker, bank or other intermediary.
Internet 	www.investorvote.com	www.proxyvote.com You will need your 16-digit control number located on the form of proxy/VIF.
Telephone 	North American Toll Free: 1-866-732-VOTE (8683) Outside North America: (312) 588-4290	If your ARC Shares are held through a Canadian intermediary: 1-800-474-7493 (English) 1-800-474-7501 (French) If your ARC Shares are held through a U.S. intermediary: 1-800-854-8683 You will need your 16-digit control number located on the form of proxy/VIF.
Mail 	Complete, date and sign the form of proxy and return in the enclosed postage paid envelope or one addressed to: Computershare Trust Company of Canada Attn: Proxy Department 320 Bay Street, 14th Floor Toronto, Ontario, M5H 4A6	Complete, date and sign the VIF and return it in the enclosed postage paid envelope.

The deadline for proxies to be received by Computershare is 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC Meeting is reconvened or held, as the case may be).

If you are in doubt as to how to make such decisions or require assistance with voting your ARC Shares or completing your Letter of Transmittal, please contact your financial, legal, tax or other professional advisors. Inquiries concerning the information in this document should be directed to Laurel Hill, the proxy solicitation

agent retained by ARC, by calling 1-877-452-7184 (toll-free in Canada and the United States), or 1-416-304-0211 (outside of Canada and the United States), by texting "INFO" to either number, or by email at assistance@laurelhill.com.

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

Q: How can I change or revoke my vote?

A: An ARC 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 at the ARC Meeting; (b) depositing an instrument in writing signed by the ARC Shareholder or their attorney authorized in writing (or, if the ARC 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. (Mountain time) on the Business Day preceding the day of the ARC Meeting (or any adjournment(s) or postponement(s) thereof) or (ii) the Chair of the ARC Meeting on the day of the ARC 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 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC 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 ARC 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 AcquisitionCo the fair value of the ARC 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 Arrangement Resolution is approved by ARC Shareholders. A registered ARC 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 E, in Schedule A to the Amending Agreement included in Appendix B and in Appendix C, respectively, to this Circular. **A registered ARC Shareholder wishing to exercise Dissent Rights must send to ARC a written objection to the Arrangement Resolution, which written objection must be received by ARC, c/o 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, by 5:00 p.m. (Mountain time) on July 10, 2026 (or, if the ARC Meeting is adjourned or postponed, no later than 5:00 p.m. (Mountain time) on the Business Day that is two (2) Business Days prior to the date on which the ARC 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 ARC Shares is entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the ARC 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 Arrangement Resolution is required to be received by the Corporation or, alternatively, make arrangements for the registered holder of such ARC Shares to dissent on behalf of the Beneficial Shareholder. It is strongly encouraged that any registered ARC 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 ARC Shareholder's 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 by ARC Shareholders of the Arrangement Resolution and receipt of the Key Regulatory Approvals. In addition, completion of the Arrangement is also subject to the receipt of the Share Buyback Exemption Order relief. 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 Shell 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 Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

A: If the Arrangement Resolution is not approved or the Arrangement is not completed for any other reason, the Arrangement Agreement may be terminated by ARC or Shell in certain circumstances. In addition to certain covenants, representations and warranties made by each of ARC, on the one hand, and Shell and Shell Canada, on the other hand, in the Arrangement Agreement, ARC has provided certain non-solicitation covenants, providing that if at any time prior to obtaining ARC Shareholder Approval, ARC receives an unsolicited bona fide Acquisition Proposal not resulting from a breach of the non-solicitation covenants in the Arrangement Agreement, which the ARC Board determines in good faith, after consultation with its financial and legal advisors, constitutes or would reasonably be expected to constitute or lead to a Superior Proposal, ARC may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, subject to certain requirements and notification to Shell, which will have the right, during the Response Period, to propose amendments to the terms of the Arrangement and the Arrangement Agreement such that the Acquisition Proposal would cease to constitute a Superior Proposal. The Arrangement Agreement provides for a termination damages payment of \$600 million payable by ARC to Shell Canada, in consideration for the disposition of Shell Canada's rights under the Arrangement Agreement, if the Arrangement Agreement is terminated in certain circumstances. The Arrangement Agreement also provides for an expense reimbursement damages payment of \$30 million payable by ARC to Shell Canada in certain circumstances and an expense reimbursement damages payment of \$30 million payable by Shell Canada to ARC 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 in the second half of 2026 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, AcquisitionCo will acquire all of the issued and outstanding ARC Shares, and ARC will become a direct or indirect wholly-owned subsidiary of AcquisitionCo. Following completion of the Arrangement, it is anticipated that the ARC Shares will be delisted from the TSX within one to three trading days following receipt of the required documentation.

Q: Who is paying for this Circular and the enclosed ARC 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 ARC 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, ARC has engaged Laurel Hill as its proxy solicitation agent to assist management of ARC with the solicitation of proxies from ARC Shareholders.**

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

Q: What are the 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 ARC Shareholders and certain UK tax consequences for ARC Shareholders of acquiring, holding and disposing of Shell Shares see "*Certain Canadian Federal Income Tax Considerations*", "*Certain U.S. Federal Income Tax Considerations*" and "*Certain UK Tax Considerations*", respectively, in the body of this Circular. Such summaries are not intended to be legal or tax advice. ARC Shareholders should consult their own tax advisors as to the Canadian, U.S., UK 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 Laurel Hill for assistance. You can reach Laurel Hill by calling 1-877-452-7184 (toll-free in Canada and the United States), or 1-416-304-0211 (outside of Canada and the United States), by texting "INFO" to either number, or by email at assistance@laurelhill.com. If you have any specific questions about the Letter of Transmittal, please contact the Depositary for assistance. You can reach the Depositary by calling 1-800-564-6253 (within Canada and U.S.) or 1-514-982-7555 (outside of Canada and U.S.).**

For more information, please go to www.arcresources.com.



NOTICE OF SPECIAL MEETING OF ARC 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 June 9, 2026, a special meeting (the "**ARC Meeting**") of the holders (the "**ARC Shareholders**") of common shares (the "**ARC Shares**") of ARC Resources Ltd. ("**ARC**" or the "**Corporation**") will be held through a live audio webcast accessible at meetings.lumiconnect.com/400-458-471-179 (password "**arc2026**") on July 14, 2026 at 10:00 a.m. (Mountain time) 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 ARC Shareholders (the "**Arrangement Resolution**"), the full text of which is set forth in Appendix A to the management information circular and proxy statement of ARC dated June 9, 2026 (the "**Circular**"), approving an arrangement (the "**Arrangement**") under section 193 of the *Business Corporations Act* (Alberta) (the "**ABCA**") involving ARC, Shell plc, Shell Canada Limited and the ARC 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 ARC Meeting or any adjournment(s) or postponement(s) thereof.

Specific details of the matters to be put before the ARC Meeting are set forth in the Circular.

The Arrangement is described in the Circular, which forms part of this Notice of Special Meeting of ARC Shareholders. The full text of the Arrangement 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 Amending Agreement (as defined in the Circular), which is included in Appendix B to the Circular. The Interim Order is attached as Appendix C to the Circular.

THE BOARD OF DIRECTORS OF ARC UNANIMOUSLY RECOMMENDS THAT ARC SHAREHOLDERS VOTE "<u>FOR</u>" THE ARRANGEMENT RESOLUTION.

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

Voting at the ARC Meeting

Each ARC Share entitled to be voted at the ARC Meeting entitles the holder thereof to one vote at the ARC Meeting in respect of the Arrangement Resolution and to one vote on any other matters to be considered at the ARC Meeting. The Arrangement 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 ARC Shareholders present in person or represented by proxy at the ARC Meeting.

The record date (the "**Record Date**") for determination of ARC Shareholders entitled to receive notice of, and to vote at, the ARC Meeting is the close of business on June 1, 2026. Only ARC Shareholders of record as at the Record Date are entitled to receive notice of the ARC Meeting. ARC Shareholders of record will be entitled to vote those ARC Shares included in the list of ARC Shareholders prepared as at the Record Date. If a registered ARC Shareholder transfers ARC Shares after the Record Date and the transferee of those ARC Shares, having produced properly endorsed certificate(s) and/or Direct Registration System (DRS) advice(s) evidencing such ARC Shares or having otherwise established that the transferee owns such ARC Shares, demands, at least 10 days before the ARC Meeting, that the transferee's name be included in the list of ARC Shareholders entitled to vote at the ARC Meeting, such

transferee shall be entitled to vote such ARC Shares on the Arrangement Resolution at the ARC Meeting instead of the transferor.

ARC has elected to use the notice-and-access provisions under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations* (the "**Notice-and-Access Provisions**") for the ARC Meeting in respect of mailings to beneficial shareholders (i.e., an ARC Shareholder who holds their ARC Shares through an intermediary/broker or who otherwise does not hold their ARC Shares in their name) ("**Beneficial Shareholders**") but not in respect of mailings to registered ARC Shareholders (i.e., an ARC Shareholder whose name appears on its records as a holder of ARC Shares). The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials which are mailed to ARC Shareholders by allowing ARC to post the Circular and any additional materials online. ARC also elected to use procedures known as 'stratification' in relation to its use of the Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of an information circular to some shareholders together with a notice of a meeting of its shareholders. In relation to the ARC Meeting, registered ARC Shareholders will receive a paper copy of this Notice of Special Meeting of ARC Shareholders, the Circular and a form of proxy, whereas Beneficial Shareholders will receive a notice containing information prescribed by the Notice-and-Access Provisions and a voting instruction form ("**VIF**"). In addition, a paper copy of this Notice of Special Meeting of ARC Shareholders, the Circular, and a VIF will be mailed to those Beneficial Shareholders who have previously requested to receive paper copies of these materials.

The Circular and related ARC Meeting materials can also be accessed: (i) on ARC's website at www.arcresources.com; and (ii) on ARC's SEDAR+ profile at www.sedarplus.ca.

ARC Shareholders are requested to date and sign the enclosed form of proxy and to deposit it with ARC's transfer agent, Computershare Trust Company of Canada ("**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 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 ARC Meeting, forms of proxy must be received by Computershare by 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC 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 ARC Shareholder or the ARC Shareholder's attorney authorized in writing or, if the ARC 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 mail (other than certificate(s)) by an ARC Shareholder should be delivered by email to Computershare at onlinedeposits@computershare.com. For greater clarity, in such circumstances, duly completed proxies may still be deposited by phone or through the internet, as described above.

The persons named in the enclosed form of proxy as management proxyholders are directors and/or officers of ARC. Each ARC Shareholder has the right to appoint another person as their proxyholder (who need not be an ARC Shareholder) to attend and to act for such ARC Shareholder and on such ARC Shareholder's behalf at the ARC Meeting. ARC 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 ARC Shareholder's appointee should be legibly printed in the blank space provided, or (b) if doing so through the internet, the name of the ARC Shareholder's appointee should be included in the applicable field.

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

If an ARC Shareholder receives more than one set of materials, it means that such ARC Shareholder owns ARC Shares that are registered under different names or addresses. Each form of proxy or VIF received must be completed in accordance with the instructions provided therein to ensure all of your ARC Shares are voted at the ARC 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 ARC Shareholders and with respect to other matters which may properly come before the ARC Meeting, or any adjournment(s) or postponement(s) thereof. As of the date hereof, management of ARC knows of no amendments, variations or other matters to come before the ARC Meeting other than the matters set forth in this Notice of Special Meeting of ARC Shareholders. ARC 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 VIF, as applicable), if not expressly directed to the contrary in such form of proxy, to vote such proxy "FOR" the Arrangement Resolution set forth in Appendix A to the Circular.

Dissent Rights

Under the Interim Order, registered ARC Shareholders have the right to dissent with respect to the Arrangement and to be paid by AcquisitionCo (as defined in the Plan of Arrangement) the fair value of their ARC Shares in accordance with the provisions of section 191 of the ABCA, as modified by the Interim Order and the Plan of Arrangement. An ARC 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 E, as Schedule A to the Amending Agreement included in Appendix B and as Appendix C, respectively, to the Circular. **It is strongly encouraged that any registered ARC 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 ARC Shareholder's right to dissent. A registered ARC Shareholder wishing to exercise rights of dissent with respect to the Arrangement must send a written objection to the Arrangement Resolution, which written objection must be received by ARC, c/o 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, by 5:00 p.m. (Mountain time) on July 10, 2026 (or, if the ARC Meeting is adjourned or postponed, no later than 5:00 p.m. (Mountain time) on the Business Day (as defined in the Circular) that is two (2) Business Days prior to the date on which the ARC 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 ARC Shares is entitled to dissent. Accordingly, a Beneficial Shareholder who desires to exercise the right of dissent must make arrangements for the ARC Shares beneficially owned by such holder to be registered in the holder's name prior to the time written objection to the Arrangement Resolution is required to be received by the Corporation or, alternatively, make arrangements for the registered holder of such ARC Shares to dissent on the Beneficial Shareholder's behalf.

DATED at the City of Calgary, in the Province of Alberta, this 9th day of June, 2026.

**BY ORDER OF THE BOARD OF DIRECTORS OF
ARC RESOURCES LTD.**

(signed) "*Terry M. Anderson*"

Terry M. Anderson
President and Chief Executive Officer
ARC Resources Ltd.

**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 ARC RESOURCES LTD., SHELL PLC, SHELL CANADA LIMITED AND THE HOLDERS OF COMMON SHARES OF ARC RESOURCES LTD.

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 ARC Resources Ltd. ("**ARC**") 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 ARC, Shell plc ("**Shell**"), Shell Canada Limited ("**Shell Canada**") and the holders of common shares (the "**ARC Shareholders**") of ARC (the "**Arrangement**"), which Arrangement is described in greater detail in the management information circular and proxy statement of ARC dated June 9, 2026 (the "**Circular**") accompanying this Notice of Application. At the hearing of the Application, ARC 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 among ARC, Shell and Shell Canada dated April 27, 2026, as amended by an amending agreement dated June 6, 2026;
3. declaring that the registered ARC 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 June 9, 2026 (the "**Interim Order**") and the Plan of Arrangement;
4. declaring that the Arrangement will, upon the filing of the articles of arrangement in respect of the 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 ordinary shares of Shell to ARC 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 on July 15, 2026 at 10:00 a.m. (Mountain time) or as soon thereafter as counsel may be heard, via video conference or, if necessary, at the Calgary Courts Centre, 601 – 5th Street, S.W., Calgary, Alberta, Canada. **Any ARC 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 ARC Shareholder or other interested party files with the Court and serves upon ARC on or before 5:00 p.m. (Mountain time) on July 7, 2026 (or the Business Day (as defined in the Circular) that is five (5) Business Days prior to the date of the ARC Meeting (as defined herein) if it is not held on July 14, 2026), a notice of intention to appear (the "Notice of Intention to Appear") setting out such ARC Shareholder's or interested party's address for service and indicating whether such ARC 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 ARC 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, ARC 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 has given directions as to the calling and holding of a special meeting of the ARC Shareholders (the "**ARC Meeting**") for the purposes of such ARC Shareholders voting upon a special resolution to approve the Arrangement and, in particular, has directed that registered ARC Shareholders have the right to dissent under the provisions of section 191 of the ABCA, as modified by the Interim Order and the Plan of 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 ordinary shares of Shell to ARC 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 ARC Shareholder or other interested party requesting the same by the undermentioned solicitors for ARC 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
Email: pchiswell@bdplaw.com

DATED at the City of Calgary, in the Province of Alberta, this 9th day of June, 2026.

**BY ORDER OF THE BOARD OF DIRECTORS OF
ARC RESOURCES LTD.**

(Signed) "*Terry M. Anderson*"

Terry M. Anderson
President and Chief Executive Officer
ARC Resources Ltd.

GLOSSARY OF TERMS

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

"**5-Day VWAP**" means:

- (a) in respect of the ARC Shares, the volume weighted average share price of the ARC Shares on the TSX (during continuous trading hours) for the applicable period, calculated by dividing the total Canadian dollar value of the ARC Shares traded in such applicable 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 applicable period; and
- (b) in respect of the Shell Shares, the volume weighted average share price of the Shell Shares on the LSE (during continuous trading hours) for the applicable period, calculated by dividing the total British pounds value of the Shell Shares traded in such applicable period on the LSE (during continuous trading hours) by the total number of such shares traded on the LSE (during continuous trading hours) for such applicable period, converted to Canadian dollars using the daily exchange rate for the conversion of British pounds to Canadian dollars published by the Bank of Canada on the last trading day of the applicable period (or, if such rate is not published on such day, on the most recent preceding day on which such rate was published).

"**ABCA**" means the *Business Corporations Act* (Alberta);

"**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 NI 62-104 – *Take-Over Bids and Issuer Bids* (other than Shell or its affiliates) whether or not in writing and whether or not delivered to ARC or the ARC 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 ARC that, when taken together with the shares and other securities of ARC 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 ARC or rights or interests therein and thereto;
- (b) any direct or indirect acquisition or purchase of ARC's assets to which 20% or more of ARC'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 ARC and its Subsidiaries taken as a whole (and, for greater certainty, assets shall include shares of Subsidiaries owned by ARC);
- (c) an amalgamation, arrangement, share exchange, merger, business combination, joint venture, consolidation, recapitalization, liquidation, dissolution, winding-up, reorganization or other similar transaction involving ARC or its Subsidiaries that collectively own assets to which 20% or more of ARC's revenues or earnings on a consolidated basis are attributable;
- (d) any take-over bid, issuer bid, exchange offer or similar transaction involving ARC 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 ARC; or

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

"AcquisitionCo" means, (i) a newly incorporated corporation existing under the ABCA or any other jurisdiction in Canada and a direct wholly-owned Subsidiary of Shell Canada, or (ii) an affiliate of Shell Canada, which may be Shell;

"ADS" means American Depositary Share;

"Advanced Ruling Certificate" means an advance ruling certificate issued by the Commissioner under section 102 of the Competition Act;

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

"Agreement Date" means April 27, 2026;

"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"*;

"Amending Agreement" means the agreement among ARC, Shell and Shell Canada dated June 6, 2026 amending the Original Arrangement Agreement, a copy of which is included in Appendix B to this Circular;

"Announcement Fee" has the meaning given to it under *"The Arrangement – Financial Advisor and Fairness Opinion – Fairness Opinion"*;

"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 Entity 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 Payment Cap" has the meaning given to it under the heading *"The Arrangement – The Arrangement Agreement – Expense and Termination Damages Payments"*;

"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), and all rules, regulations and by-laws governing the NYSE;

"ARC" or the **"Corporation"** means ARC Resources Ltd., a corporation existing under the Laws of the Province of Alberta;

"ARC Acquired DSU Plans" means the (a) Deferred Share Unit Plan dated effective August 27, 2014 and (b) Deferred Share Unit Plan dated as of December 13, 2019, in each case, of Seven Generations Energy Ltd. assumed by ARC on the acquisition of Seven Generations Energy Ltd.;

"ARC Acquired Option Plans" means the (a) Stock Option Plan amended and restated as of August 28, 2013, (b) Stock Option Plan amended and restated as of August 27, 2014, and (c) Stock Option Plan effective as of May 4,

2017, in each case, of Seven Generations Energy Ltd. assumed by ARC on the acquisition of Seven Generations Energy Ltd.;

"**ARC AIF**" means the annual information form of ARC for the year ended December 31, 2025 and dated March 5, 2026;

"**ARC Annual Circular**" means the management information circular with respect to the annual meeting of ARC Shareholders held on April 29, 2026 and dated March 30, 2026;

"**ARC Annual Financial Statements**" means the audited consolidated financial statements of ARC as at and for the years ended December 31, 2025 and 2024 and dated February 5, 2026, together with the notes thereto and the auditor's report thereon;

"**ARC Annual MD&A**" means the management discussion and analysis of ARC for the three months and year ended December 31, 2025 and dated February 5, 2026;

"**ARC Articles**" has the meaning given to it under the heading "*Appendix H – Comparison of Shareholder Rights*";

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

"**ARC Board Recommendation**" means the unanimous determination of the ARC Board, after consultation with its legal and financial advisor, that the Arrangement is in the best interests of ARC and is fair to ARC Shareholders, and the unanimous recommendation of the ARC Board to ARC Shareholders that they vote in favour of the Arrangement Resolution;

"**ARC By-laws**" has the meaning given to it under the heading "*Appendix H – Comparison of Shareholder Rights*";

"**ARC Disclosure Letter**" means the disclosure letter dated the date of the Arrangement Agreement and delivered by ARC to Shell with the Arrangement Agreement;

"**ARC DSU Plans**" means (a) the Deferred Share Unit Plan dated effective August 2, 2023 of ARC, and (b) each of the ARC Acquired DSU Plans;

"**ARC DSUs**" means (a) the outstanding deferred share units granted by ARC pursuant to the ARC DSU Plans, and (b) the outstanding deferred share units granted by Seven Generations Energy Ltd. pursuant to the ARC Acquired DSU Plans;

"**ARC Employees**" means employees of ARC or any of its Subsidiaries;

"**ARC Executive Employment Agreement**" means the executive employment agreements between the executives of ARC and ARC;

"**ARC Executive Employment Amending Agreements**" means the executive employment amending agreement entered into between each ARC executive holding the title of "Vice President" or any more senior position (that is not a Specified Officer) and ARC;

"**ARC Expense Reimbursement Damages Event**" means:

- (a) the termination of the Arrangement Agreement by Shell pursuant to Section 8.2(a)(iii)(B) of the Arrangement Agreement [*ARC Breach*] because of the failure of the condition in Section 7.2(b) of the Arrangement Agreement [*Representations and Warranties of ARC*]; or
- (b) the termination of the Arrangement Agreement pursuant to Section 8.2(a)(ii)(A) of the Arrangement Agreement [*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 7.2(b) of the Arrangement Agreement [*Representations and Warranties of ARC*] not to be satisfied, notwithstanding the availability of any cure period;

"ARC Expense Reimbursement Damages Payment" means \$30,000,000;

"ARC Incentive Awards" means ARC DSUs, ARC Options, ARC PSUs, ARC RSUs and ARC LTRSAs;

"ARC Incentive Award Holders" means holders of the ARC Incentive Awards;

"ARC Incentive Plans" means, collectively, the ARC DSU Plans, the ARC Option Plans, the ARC PSU and RSU Plan, and the ARC LTRSA Plan;

"ARC Indebtedness" means any indebtedness for borrowed money of ARC and its Subsidiaries on a consolidated basis, including any credit facilities or liabilities evidenced by bonds, debentures, notes or other similar instruments or debt securities, including for certainty, the ARC Long-Term Debt; provided that, ARC Indebtedness shall not include any indebtedness solely among ARC and its wholly-owned Subsidiaries or any indebtedness owing pursuant to shareholder loans or other advances made by securityholders of any non-wholly-owned Subsidiary or joint venture of ARC;

"ARC Letters of Credit Facilities" means, collectively: (a) the letter of credit facility of ARC dated February 26, 2026 in an aggregate principal amount not to exceed \$15,000,000 between ARC and Royal Bank of Canada; (b) the demand uncommitted letter of credit facility of ARC dated December 2, 2024 in an aggregate principal amount not to exceed \$30,000,000 between ARC and Bank of Montreal; and (c) the demand uncommitted letter of credit facility of ARC dated November 7, 2024 in an aggregate principal amount not to exceed \$45,000,000 between ARC and The Bank of Nova Scotia;

"ARC Long-Term Debt" means, collectively, the ARC Indebtedness contemplated under the ARC Revolving Credit Agreement, the ARC WC Credit Facility, the ARC Letters of Credit Facilities and the ARC Senior Notes;

"ARC LTRSA Plan" means the Long-Term Restricted Share Award Plan dated effective April 30, 2015, as amended from time to time, of ARC;

"ARC LTRSAs" means any outstanding long-term restricted share awards issued pursuant to the ARC LTRSA Plan or otherwise;

"ARC Material Contracts" means those Contracts described in paragraph (x) of Schedule C of the Arrangement Agreement, together with all exhibits, schedules and amendments to such Contracts;

"ARC Meeting" means the special meeting of ARC Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

"ARC Option Plans" means (a) the Share Option Plan dated effective January 1, 2011, as amended as at August 1, 2012 of ARC, and (b) each of the ARC Acquired Option Plans;

"ARC Options" means any outstanding options to purchase ARC Shares issued pursuant to the ARC Option Plans or otherwise;

"ARC PSU and RSU Plan" means the Long-Term Incentive Plan – Restricted Share Units and Performance Share Units as amended effective August 2, 2023, of ARC;

"ARC PSUs" means any outstanding performance share units issued pursuant to the ARC PSU and RSU Plan or otherwise;

"ARC Public Documents" means: (a) all forms, reports, schedules, statements and other documents filed by ARC since January 1, 2025, with all applicable Governmental Entities which are publicly filed, including on SEDAR+ in

Canada; and (b) all information available on ARC's website on the webpages entitled "*News Releases*" and "*Reports and Filings*" within the "*Investors*" webpage, in the case of each of (a) and (b) above, as of the date of the Arrangement Agreement;

"**ARC Q1 Interim Financial Statements**" means the unaudited condensed interim consolidated financial statements of ARC as at and for the three months ended March 31, 2026;

"**ARC Q1 Interim MD&A**" means the management discussion and analysis of ARC as at and for the three months ended March 31, 2026 and dated April 28, 2026;

"**ARC Reserves Report**" means the report prepared by GLJ and dated February 3, 2026, evaluating ARC's proved and probable reserves as at December 31, 2025;

"**ARC Revolving Credit Agreement**" means the fourth amended and restated credit agreement dated February 26, 2026 among ARC, Royal Bank of Canada as administrative agent and the lenders party thereto;

"**ARC RSUs**" means the restricted share units granted by ARC pursuant to the ARC PSU and RSU Plan or otherwise;

"**ARC Scheduled Dividends**" means, collectively, all dividends in respect of the ARC Shares declared in the ordinary course and payable to ARC Shareholders on each of July 15, 2026 and October 15, 2026 (in each case, to the extent that the Effective Date has not occurred prior to such date) and, for purposes of any adjustment to the Cash Consideration pursuant to Section 2.13 only, in the amount of \$0.21 per ARC Share per fiscal quarter;

"**ARC Senior Notes**" means, collectively, the senior unsecured notes issued by ARC: (a) on March 10, 2021 in the aggregate principal amount equal to \$550 million with a coupon rate of 3.465% and maturity date of March 10, 2031; (b) on June 17, 2025 in the aggregate principal amount equal to \$550 million with a coupon rate of 3.577% and maturity date of June 17, 2028; and on June 17, 2025 in the aggregate principal amount equal to \$450 million with a coupon rate of 4.409% and maturity date of June 17, 2032; (c) on February 25, 2026 in the aggregate principal amount equal to \$400 million with a coupon rate of 3.349% and maturity date of February 25, 2029; and (d) on February 25, 2026 in the aggregate principal amount equal to \$550 million with a coupon rate of 4.104% and maturity date of February 25, 2033;

"**ARC Shareholder Approval**" has the meaning ascribed thereto in Section 2.3(b) of the Arrangement Agreement;

"**ARC Shareholders**" means, collectively, the holders of ARC Shares and "**ARC Shareholder**" means any one of them, individually;

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

"**ARC Support Agreements**" means the support agreements dated April 27, 2026 between Shell and each of the ARC Supporting Shareholders;

"**ARC Supporting Shareholders**" means, collectively, each director and certain officers of ARC that are a party to an ARC Support Agreement;

"**ARC Termination Damages Payment**" means \$600 million;

"**ARC Termination Damages Payment Event**" means:

- (a) the termination of the Arrangement Agreement by Shell pursuant to Section 8.2(a)(iii)(A) of the Arrangement Agreement [*Change in Recommendation*];
- (b) the termination of the Arrangement Agreement by ARC pursuant to Section 8.2(a)(iv)(B) of the Arrangement Agreement [*Superior Proposal*];

- (c) the termination of the Arrangement Agreement (x) by either Shell or ARC pursuant to Section 8.2(a)(ii)(C) [*ARC Shareholder Vote Failure*] or Section 8.2(a)(ii)(A) [*Outside Date*] or (y) by Shell pursuant to Section 8.2(a)(iii)(B) [*ARC Breach*] of the Arrangement Agreement as a result of a Willful Breach of Article 6 by ARC or its Representatives, if: (A) a *bona fide* Acquisition Proposal shall have been made or publicly announced or otherwise publicly disclosed by any Person or group of Persons, or any Person or group of Persons shall have made, publicly announced or otherwise publicly disclosed, an intention to make an Acquisition Proposal; (B) such Acquisition Proposal or intent to make an Acquisition Proposal is not withdrawn at least five (5) Business Days prior to the ARC Meeting; and (C) within twelve (12) months following the date of such termination, either: (1) ARC or one or more of its Subsidiaries, directly or indirectly, in any transaction, or series of transactions, accepts, approves or enters into a definitive Contract (other than a confidentiality agreement) providing for an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) of this Section 8.3(c)(iii)); or (2) any Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (1) of this Section 8.3(c)(iii)) is consummated; or
- (d) the termination of the Arrangement Agreement by either Shell or ARC pursuant to Section 8.2(a)(ii)(C) [*ARC Shareholder Vote Failure*], if prior to the ARC Meeting, Shell was entitled to terminate the Arrangement Agreement pursuant to Section 8.2(a)(iii)(A) [*Change in Recommendation*] of the Arrangement Agreement;

"**ARC WC Credit Facility**" means the demand working capital credit facility of ARC dated February 26, 2026 in an aggregate principal amount not to exceed \$40,000,000 between ARC and Royal Bank of Canada;

"**Arrangement**" means the arrangement of ARC under section 193 of the ABCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.4 of the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order (provided that any such amendment or variation is acceptable to both ARC and Shell, each acting reasonably); and for clarity, when referenced in the Summary of this Circular under the headings titled "*Background to the Arrangement*", "*Recommendation of the Special Committee*" and "*Fairness Opinion*" and when referenced in this Circular under the headings titled "*The Arrangement - Background to the Arrangement*", "*The Arrangement - Recommendation of the Special Committee*", and "*The Arrangement – Financial Advisor and Fairness Opinion – Fairness Opinion*", "Arrangement" refers specifically to the arrangement of ARC under section 193 of ABCA on the terms and subject to the conditions set out in the plan of arrangement appended to the Original Arrangement Agreement;

"**Arrangement Agreement**" means the Original Arrangement Agreement, as amended by the Amending Agreement, with respect to the Arrangement (including the schedules thereto), as supplemented, modified or amended, provided that such supplement, modification or amendment is acceptable to the Parties, each acting reasonably, a copy of which is attached as Appendix B to this Circular;

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

"**Articles of Arrangement**" means the articles of arrangement of ARC in respect of the Arrangement required by the ABCA to be filed with the Registrar after the Final Order is made and all other conditions precedent to the Arrangement are either satisfied or waived in accordance with the Arrangement Agreement and, which shall include the Plan of Arrangement and otherwise be in form and content satisfactory to ARC and Shell, each acting reasonably;

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

"**Authorization**" means any authorization, order, permit, approval, grant, licence, registration, consent, allowance, exemption, waiver, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity;

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

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

"Benefit Plan" means any written plan, Contract, program, policy, practice or undertaking, funded or unfunded, insured or uninsured, registered or unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, commission, incentive, profit sharing, deferred compensation, severance, change of control, retention, termination, vacation and vacation pay, pension, supplemental pension, retirement, savings, health, welfare, wellness, medical, dental, vision, disability, hospitalization, life or accident insurance, loan and any similar plans, Contracts, programs, policies, practices, undertakings, in each case, (x) for the benefit of employees or former employees, officers or directors of ARC or any Subsidiaries of ARC or other Persons who are receiving remuneration for work or services provided to ARC or any Subsidiaries of ARC who are not employees of ARC or its Subsidiaries (or any spouses, dependants, survivors or beneficiaries of such Persons), (y) that are maintained, sponsored or funded by ARC or any Subsidiary of ARC or (z) under which ARC or any of its Subsidiaries has, or will have, any liability or contingent liability; excluding (a) Statutory Plans and (b) equity or security-based compensation arrangements (including the ARC Incentive Plans);

"Broadridge" means Broadridge Investor Communications Corporation;

"Business Day" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Calgary, Alberta, Canada or London, England, United Kingdom;

"Canada Transportation Act" means the *Canada Transportation Act* (Canada);

"Canada Transportation Agency" means the government agency authorized to make determinations and decisions pursuant to the Canada Transportation Act;

"Cash Consideration" means \$8.20 per ARC Share, as such amount may be adjusted in accordance with Section 2.13 of the Arrangement Agreement;

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

"Certificate of Arrangement" 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, and information incorporated by reference herein, together with any amendments thereto or supplements thereof;

"Circular Disclosure Relief" has the meaning given to it under "*Exemptive Relief – Circular Disclosure Relief*";

"City Code" means the UK City Code on Takeovers and Mergers;

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

"COGE Handbook" means the Canadian Oil and Gas Evaluation Handbook prepared jointly by The Society of Petroleum Evaluation Engineers (Calgary Chapter) and the Canadian Institute of Mining, Metallurgy & Petroleum (Petroleum Society) as amended or superseded from time to time;

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

"Companies Act" means the *UK Companies Act 2006*;

"Competition Act" means the *Competition Act* (Canada);

"Competition Act Approval" means the occurrence of one or more of the following, in respect of the Transactions:

- (a) the Commissioner shall have issued an Advanced Ruling Certificate; or
- (b) both: (i) either the applicable waiting period under section 123(1) or 123(2) of the Competition Act has expired or been terminated by the Commissioner, 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 Shell, in its sole discretion, the Commissioner shall have issued a No Action Letter;

"Companies House" means the Registrar of Companies for England and Wales;

"Computershare" means Computershare Trust Company of Canada;

"Confidentiality Agreement" means the mutual confidentiality agreement between Shell and ARC dated March 18, 2026;

"Consideration" means the consideration to be received by the ARC Shareholders pursuant to the Plan of Arrangement as consideration for their ARC Shares, being, for each ARC Share: (a) the Share Consideration; and (b) the Cash Consideration;

"Continuing Individual" means ARC Employees (other than the Specified Officers) as of the time immediately prior to the Effective Time whose employment is not terminated by ARC or any Subsidiary of ARC effective and conditional upon the completion of the Arrangement, and includes the heirs, executors, administrators and other legal representatives of such employees;

"Contract" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject;

"Conversion Factor" means the quotient of the 5-Day VWAP for the ARC Shares for the five trading days ending on the trading date immediately preceding the Effective Date divided by the 5-Day VWAP for the Shell Shares for the five trading days ending on the trading date immediately preceding the Effective Date;

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

"CRA" means the Canada Revenue Agency;

"CREST" means the system for the paperless settlement of trades in securities and the holding of uncertified securities operated by Euroclear UK & International Limited;

"CTA Approval" means the occurrence of one of the following: (i) Shell Canada shall have received a notice from the Minister of Transport pursuant to subsection 53.1(4) of the Canada Transportation Act that the Minister of Transport is of the opinion that the Transactions do not raise issues with respect to the public interest as it relates to national transportation, in accordance with subsection 53.1(4) of the Canada Transportation Act; or (ii) the Transactions shall have been approved by the Governor in Council (as such term is used in the Canada Transportation Act) in accordance with subsections 53.2(7) of the Canada Transportation Act, and in either case the completion of the Transactions shall not be prohibited under subsection 53.2(1) of the Canada Transportation Act;

"Damages Payment" means any of, as applicable, (a) an ARC Termination Damages Payment, (b) a Shell Expense Reimbursement Damages Payment, or (c) an ARC Expense Reimbursement Damages Payment;

"Departing Individuals" means, as of the time immediately prior to the Effective Time: (a) the ARC directors; (b) the Specified Officers who resign pursuant to Section 5.10(b) of the Arrangement Agreement or whose employment is

terminated or to be terminated by ARC or any Subsidiary of ARC effective and conditional upon the completion of the Arrangement on a without cause basis (if any); and (c) Retired ARC Employees, and includes the heirs, executors, administrators and other legal representatives of such directors, Specified Officers and Retired ARC Employees;

"Depository" 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 ARC Shares and paying the Consideration;

"Disclosure Guidance and Transparency Rules" means the disclosure guidance and transparency rules made by the FCA under Part VI of FSMA (as set out in the FCA Handbook);

"Dissent Rights" means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement;

"Dissenting ARC Shareholder" means any registered ARC Shareholder who has duly and validly exercised its Dissent Rights pursuant to Article 4 of the Plan of Arrangement and the Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights prior to the Effective Time, but only in respect of Dissenting ARC Shares held by such Dissenting ARC Shareholder;

"Dissenting ARC Shares" means ARC Shares held by Dissenting ARC Shareholders and in respect of which Dissent Rights have been and remain validly exercised at the Effective Time;

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

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

"DPSP" 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"*;

"DR/CS Nominee" means a person: (i) falling within any of sections 67(6), 67(7), 67(8), 70(6), 70(7), 70(8), 93(2) or 93(3) of the UK Finance Act 1986; (ii) whose business is or includes the provision of clearance services for the purchase and sale of chargeable securities within the meaning of section 96 of the UK Finance Act 1986; or (iii) whose business is or includes holding chargeable securities as nominee for a person falling within (ii);

"DR/CS Nominee-Linked Stamp Taxes" has the meaning given to it in the Plan of Arrangement;

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

"DTC" means The Depository Trust Company;

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

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

"Effective Time" means 10:00 a.m. (Mountain time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

"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: (a) 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); (b) all organic and inorganic matter and living organisms; (c) the interacting natural systems that include components referred to in clauses (a) and (b); (d) the environment or natural environment as defined in any Environmental Laws; and (e) 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;

"ERISA" means the *U.S. Employee Retirement Income Security Act of 1974*;

"ERISA Affiliate" of any Person means any other Person (whether or not incorporated) that, together with such Person, is or was at the relevant time considered under common control with or treated as a single employer under section 414(b), (c), (m) or (o) of the U.S. Tax Code;

"Euroclear Nederland" means Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.;

"Euronext" means Euronext Amsterdam;

"Expert" has the meaning ascribed thereto in Section 2.13(c) of the Arrangement Agreement;

"Fairness Opinion" means the opinion of RBC Capital Markets, as financial advisor to the Corporation, the ARC Board, and the Special Committee to the effect that, as of the date of such opinion, and subject to certain assumptions, limitations and qualifications in such opinion, the Consideration to be received by ARC Shareholders, is fair, from a financial point of view, to the ARC Shareholders (a copy of the Fairness Opinion is attached as Appendix D to this Circular). For additional details, see *"The Arrangement – Financial Advisor and Fairness Opinion"* in the Circular;

"FCA" means the United Kingdom Financial Conduct Authority;

"FCA Handbook" means the FCA's Handbook of Rules and Guidance;

"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 in a form acceptable to ARC and Shell, each acting reasonably, as such order may be amended by the Court (with prior written consent of both Shell and ARC, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to Shell and ARC, each acting reasonably) on appeal;

"Final Proscription Date" has the meaning given to it under the heading *"The Arrangement – Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders – Cancellation of Rights After Three Years"*;

"Final Shell Offer" has the meaning given to it under the heading *"The Arrangement – Background to the Arrangement"*;

"First Shell Offer" has the meaning given to it under the heading *"The Arrangement – Background to the Arrangement"*;

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

"Form 51-101F1" means Form 51-101F1 *Statement of Reserves Data and Other Oil and Gas Information*;

"**Form 51-101F2**" means Form 51-101F2 *Report on Reserves Data by Independent Qualified Reserves Evaluator or Auditor*;

"**Form 51-101F3**" means Form 51-101F3 *Report of Management and Directors on Oil and Gas Disclosure*;

"**Form 51-102F6**" means Form 51-102F6 *Statement of Executive Compensation*;

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

"**FSMA**" means the *United Kingdom Financial Services and Markets Act 2000*;

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

"**Governmental Entity**" 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;

"**Governor in Council**" has the meaning ascribed thereto in the Canada Transportation Act;

"**Hedging Transaction**" means: (a) 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 transaction, 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 (b) 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 *Hart-Scott-Rodino Antitrust Improvements Act of 1976* (United States);

"**HSR Approval**" means the expiration or termination of any waiting period under the HSR Act (including any extensions thereof) applicable to ARC or Shell in connection with the Transactions contemplated hereby;

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

"**ICA**" means the *Investment Canada Act* (Canada);

"**ICA Approval**" means, in respect of the Transactions, that: (a) Shell shall have received written evidence from the responsible Minister under the ICA that the Minister is satisfied or is deemed to be satisfied that the Transactions are likely to be of net benefit to Canada pursuant to the ICA; and (b) there is no impediment to the completion of the Transactions under Part IV.1 of the ICA;

"**IFRS Accounting Standards**" means International Financial Reporting Standards, and: (a) in the case of Shell, as issued by the International Accounting Standards Board, as applied in accordance with the provisions of the Companies Act and The Large and Medium-Sized Companies and Group (Accounts and Reports) Regulations 2008 (SI 2008/410); and (b) in the case of ARC, as issued by the International Accounting Standards Board as applicable to entities that are publicly accountable in Canada, in effect from time to time;

"Ineligible Foreign Holder" means, as determined by Shell, a registered ARC Shareholder or Beneficial Shareholder who has a registered address in, or who is located and/or resident in a jurisdiction outside Canada, the United States and the United Kingdom, except where Shell is reasonably satisfied that the issue of Shell Shares in that jurisdiction under the Plan of Arrangement would be neither prohibited by Law nor unduly onerous or, if applicable, where Shell has been satisfied in its sole discretion that the issue of Shell Shares to such particular registered ARC Shareholder or Beneficial Shareholder in such jurisdiction is in compliance with applicable Laws without any requirement that a prospectus, registration statement or equivalent document be filed or the need for any further action on the part of Shell;

"Information Technology" means all computer systems, communications systems, software (other than off-the-shelf software), firmware, middleware and hardware, and other information technology systems or infrastructure, whether owned, used or licensed;

"Intellectual Property" means all intellectual property rights anywhere in the world, including in or with respect to: (a) patents or inventions; (b) any trademark, service mark, trade dress, trade name, corporate name or similar designation of source of origin, and all goodwill associated with the use of and symbolized by any of the foregoing; (c) domain names and social media identifiers; (d) copyrights and any other equivalent rights in works of authorship (including rights in software, databases or designs as a work of authorship), moral rights, and mask work rights; (e) trade secrets, industrial secret rights, and other rights in know-how, data and confidential and proprietary information, including in technologies, processes, techniques, protocols, methodologies, methods, formulae, algorithms, layouts, designs, specifications, confidential information, in each case, that derive independent economic value, whether actual or potential, from not being known to other Persons; and (f) with respect to any of the foregoing, as applicable, any registrations, applications, provisionals, renewals, extensions, reissues, divisions, revisions, re-examinations, continuations, or continuations-in-part;

"Interim Order" means an Order of the Court under subsection 193(4) of the ABCA, in a form acceptable to Shell and ARC, each acting reasonably, containing declarations and directions in respect of the notices to be given and the conduct of the ARC Meeting with respect to the Arrangement as more fully set out herein, 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 Shell and ARC, each acting reasonably, a copy of which is attached as Appendix C to this Circular;

"Interim Period" has the meaning ascribed thereto in Section 5.1(a) of the Arrangement Agreement;

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

"Key Regulatory Approvals" means the Competition Act Approval, the ICA Approval, the HSR Approval and the CTA Approval;

"Laurel Hill" means Laurel Hill Advisory Group, the proxy solicitation agent retained by ARC;

"Laws" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, Orders, writs, decrees, declarations, treaties, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic, foreign, or supranational and the terms and conditions of any Authorization of or from any Governmental Entity, including for this purpose a self-regulatory authority (including LSE, TSX, NYSE and Euronext), and the term "applicable" with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its Subsidiaries or their business, undertaking, assets, property or securities and emanate from a Person having jurisdiction over the Party and/or its Subsidiaries or its or their business, undertaking, assets, property or securities;

"Letter of Transmittal" means the letter of transmittal to be used by registered ARC Shareholders to surrender their certificate(s) and/or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding ARC Shares to the Depositary and to provide instructions regarding the delivery of certificates representing Shell Shares, if applicable, and the Cash Consideration;

"**Liens**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, rights of pre-emption, conditional sale agreement, capital lease or title retention agreement, encumbrances and adverse rights or claims, 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) that has a similar economic effect as, or that is capable of becoming, any of the foregoing;

"**Liquidity Option**" has the meaning given to it under the heading "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders – Liquidity Option*";

"**LNG**" means liquefied natural gas;

"**Long Form Prospectus Requirements**" has the meaning given to it under the heading "*Exemptive Relief – Circular Disclosure Relief*";

"**LSE**" means London Stock Exchange plc or its successor;

"**LSE Admission**" means the admission of the Shell Consideration Shares to listing in the equity shares (commercial companies) category of the Official List of the FCA and to trading on the LSE's main market for listed securities;

"**Material Adverse Effect**" means, with respect to either Party, any event, change, occurrence, effect or state of facts, that, individually or in the aggregate with other events, changes, occurrences, effects or states of facts has a material and adverse effect on the business, operations, results of operations or condition (financial or otherwise) of the Party and its Subsidiaries taken as a whole, provided that none of the following (or the results thereof) shall constitute or be taken into account in determining whether a Material Adverse Effect has occurred:

- (a) any change or development affecting any of the industries, businesses or segments thereof in which such Party and its respective Subsidiaries operate;
- (b) any changes in commodity prices on a current or forward basis;
- (c) any change or development in or relating to general economic, business, banking, financial, regulatory, credit, currency exchange, interest rate, rates of inflation or capital market conditions, including inflation, supply chain disruptions, labor shortages, interest rates, foreign exchange or exchange rates;
- (d) any change or development in global, national or regional political or regulatory conditions (including general labor strikes, lockouts, protests, riots or any act of terrorism, sabotage, espionage, cyberattack or any outbreak of hostilities or war (declared or undeclared) or any escalation or worsening thereof, anti-dumping actions, international tariffs, sanctions, trade policies or disputes or any "trade war" or similar actions or the threat thereof);
- (e) any epidemic, pandemic or disease outbreak or any worsening thereof (including any response of Governmental Entities thereto);
- (f) any hurricane, flood, tornado, earthquake, wildfire or other natural or man-made disaster;
- (g) any adoption, proposal, implementation or change in Law or in any interpretation, application or non-application of any Laws by any Governmental Entity (including, for greater certainty, any change to the Tax Act, U.S. Tax Code, any Laws of the Provinces of Alberta or British Columbia related to the reservation and collection of royalties on petroleum or natural gas or other applicable taxing legislation or to Tax rates), and any action taken (or omitted to be taken) by such Party or its respective Subsidiaries which is required thereby;
- (h) any change in generally accepted accounting principles, including IFRS Accounting Standards, or regulatory accounting requirements applicable in the jurisdictions in which such Party or any of its respective Subsidiaries conducts business;

- (i) the negotiation, execution or announcement of the Arrangement Agreement or any public disclosure relating to the foregoing, including the initiation of litigation by any Person with respect to the Arrangement Agreement or the Transaction, and any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, partners, employees or other stakeholders of such Party or any of its respective Subsidiaries or with any Governmental Entities, due to the negotiation, execution or announcement of the Arrangement Agreement or the Transaction, the actions required or authorized by the Arrangement Agreement, or any public disclosure relating to the foregoing (provided that this paragraph (i) shall not apply to any representation or warranty that address the consequences of the negotiation, execution or announcement of the Arrangement Agreement or the Transaction, the actions required or authorized hereby, or any public disclosure relating to the foregoing);
- (j) actions or inactions taken by such Party or any of its respective Subsidiaries that are expressly required by the Arrangement Agreement or that are taken at the written request of or with the prior written consent of the other Party;
- (k) any change in the market price or trading volume of any securities of such Party (it being understood that the causes underlying such change in market price may be taken into account in determining whether a Material Adverse Effect in respect of such Party has occurred to the extent not otherwise excluded by any other clause in this definition), or any suspension of trading in securities generally or on any securities exchange on which any securities of such Party trades;
- (l) the failure, in and of itself, of such Party to meet any internal or public projections, forecasts or estimates of revenues or earnings (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect in respect of such Party has occurred to the extent not otherwise excluded by any other clause in this definition);
- (m) any downgrade or anticipated downgrade in rating or rating outlook applicable to such Party or any of its respective Subsidiaries or their respective securities (it being understood that the causes underlying such downgrade may be taken into account in determining whether a Material Adverse Effect in respect of such Party has occurred to the extent not otherwise excluded by any other clause in this definition); or
- (n) any matter that has been expressly disclosed in: (i) the Public Documents of such Party (excluding any disclosures set forth in any section of a document in such Public Documents entitled "*Risk Factors*," "*Cautionary Statement on Forward-Looking Information*" or similarly titled section or any other disclosures included in such documents to the extent that they are cautionary, predictive or forward-looking rather than historical facts) prior to the date of the Arrangement Agreement; or (ii) in the case of ARC, the ARC Disclosure Letter, but, in the case of each of (i) and (ii), only to the extent of such express disclosure (and not, for the avoidance of doubt, any other consequences of the matter so disclosed);

provided, however, that any event, change, occurrence, effect or state of facts referred to in paragraphs (a) through (h) above may be taken into account in determining whether a Material Adverse Effect has occurred in respect of such Party but solely to the extent that it disproportionately adversely affects such Party and its Subsidiaries, taken as a whole, compared to other companies of similar size operating in the industries and jurisdictions in which such Party and its Subsidiaries operate.

"**material fact**" and "**material change**" have the meanings ascribed thereto in the Securities Act;

"**MI 11-102**" means Multilateral Instrument 11-102 *Passport System*;

"**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;

"National Security Notice" has the meaning given to it under the heading *"The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – ICA Approval"*;

"National Security Review" has the meaning given to it under the heading *"The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – ICA Approval"*;

"Net Benefit Ruling" has the meaning given to it under the heading *"The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – ICA Approval"*;

"NGLs" means natural gas liquids;

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

"NI 51-102" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

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

"NI 62-104" means National Instrument 62-104 – *Take-Over Bids and Issuer Bids*;

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

"Nominee" has the meaning ascribed thereto in Section 2.12 of the Arrangement Agreement;

"Non-Resident Holder" 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-U.S. Holder" has the meaning given to it under the heading *"Certain U.S. Federal Income Tax Considerations – "U.S. Holder" and "Non-U.S. Holder"*;

"Notice of Application" means the Notice of Application accompanying this Circular;

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

"Notice-and-Access Provisions" means the notice-and-access provisions under NI 54-101 and NI 51-102;

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

"NYSE" means the New York Stock Exchange;

"Official List" means the official list maintained by the FCA pursuant to Part VI of FSMA;

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

"Original Arrangement Agreement" means the arrangement agreement among ARC, Shell and Shell Canada dated April 27, 2026;

"Outside Date" means the date that is six (6) months after the date of the Arrangement Agreement; provided that if any Key Regulatory Approval has not been obtained by that date and none of the Key Regulatory Approvals have been denied by a non-appealable decision of a Governmental Entity, the Outside Date shall be extended by successive one (1) month periods up to an aggregate of three (3) months, so long as each Party is using its commercially reasonable efforts to obtain such Key Regulatory Approval, provided that the Outside Date shall be subject to extension under Section 2.10, Section 2.13(d), Section 5.5(f) and Section 9.3 of the Arrangement Agreement but in no event shall such foregoing extensions cause the Outside Date to exceed a date which is nine (9) months from the date of the Arrangement Agreement;

"Parties" means ARC, Shell Canada and Shell, and **"Party"** means any of them;

"Payee" has the meaning ascribed thereto in Section 8.3(k) of the Arrangement Agreement;

"Person" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

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

"Plan of Arrangement" means the amended and restated plan of arrangement of ARC, substantially in the form of Schedule A to the Amending Agreement which is included in Appendix B to this Circular, and any amendments or variations thereto made in accordance with Section 8.4 of the Arrangement Agreement or upon the direction of the Court in the Final Order with the consent of ARC and Shell, each acting reasonably;

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

"Prospectus Rules" means the Public Offers and Admissions to Trading Regulations 2024 (SI 2024/105) (the **"POATRs"**) and the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook of the FCA made thereunder and forming part of the FCA Handbook (the **"PRMs"**);

"Public Documents" means the ARC Public Documents or the Shell Public Documents, as the context so requires;

"PwC" means PricewaterhouseCoopers LLP;

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

"RBC Capital Markets Engagement Letter" means the engagement letter between ARC and RBC Capital Markets dated effective March 15, 2026;

"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 June 1, 2026, being the record date for determination of ARC Shareholders entitled to receive notice of, and to vote at, the ARC 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 appointed pursuant to section 263 of the ABCA;

"Regulatory Information Service" has the meaning given in the FCA Handbook;

"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 under Section 6.1(a) of the Arrangement Agreement;

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

"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"*;

"Response Period" has the meaning ascribed thereto under Section 6.4(a)(iv) of the Arrangement Agreement;

"Retired ARC Employees" means those former ARC Employees that retired from ARC prior to the date of the Original Arrangement Agreement and hold ARC Incentive Awards immediately prior to the Effective Time and are set forth in Schedule 2.15(a) of the ARC Disclosure Letter;

"Return" includes all returns, reports, declarations, elections, designations, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required by a Law or by a Governmental Entity to be made, prepared or filed in respect of Taxes;

"Review Period" has the meaning given to it under the heading *"The Arrangement – Procedure for the Arrangement to Become Effective – Key Regulatory Approvals – ICA Approval"*;

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

"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;

"SDRT" has the meaning given to it under the heading *"Certain UK Tax Considerations – UK Stamp Taxes"*;

"SEC" means the U.S. Securities and Exchange Commission;

"Second Shell Offer" has the meaning given to it under the heading *"The Arrangement – Background to the Arrangement"*;

"Securities Act" means the Securities Act (Alberta) and the rules, regulations, Orders, and published policies made thereunder;

"Securities Laws" means:

- (a) in Canada, the Securities Act, together with all other applicable provincial and territorial securities Laws, rules and regulations and published policies thereunder;

- (b) in the United Kingdom, the UK Listing Rules, the Prospectus Rules, the Disclosure Guidance and Transparency Rules, the Companies Act, the City Code and FSMA, together with all other applicable securities Laws, rules and regulations and published policies and guidance thereunder; and
- (c) in the United States, the U.S. Securities Act and the U.S. Exchange Act and other U.S. federal and state securities Laws;

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

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

"Selling Agent" means, as applicable, the Depositary, or one or more selling agents approved by Shell to sell Shell Consideration Shares in the market pursuant to Sections 3.3 and 3.10 of the Plan of Arrangement;

"Settlement Price" means an amount in cash equal to: (i) \$8.20 in cash; plus (ii) the value of 0.40247 of a Shell Share, with the value of the Shell Shares being calculated based on the 5-Day VWAP for the Shell Shares for the five trading days ending on the trading date immediately preceding the Effective Date;

"Share Buyback Exemption Order" has the meaning given to it in Appendix G under the heading "*Exemptive Relief – Share Buyback Exemption Order*";

"Share Consideration" means 0.40247 of a Shell Share;

"Shell" means Shell plc;

"Shell ADRs" means the American Depositary Receipts issued by any nationally recognized financial institution in the U.S. that is appointed by Shell to act as depositary bank with respect to American Depositary Receipts that represent Shell Shares and are listed on NYSE;

"Shell Annual Report" means the Form 20-F of Shell for the fiscal year ended December 31, 2025, filed with the SEC on March 12, 2026;

"Shell Articles" means the Articles of Association of Shell;

"Shell Board" means the board of directors of Shell as the same is constituted from time to time;

"Shell Canada" means Shell Canada Limited, a corporation existing under the Federal Laws of Canada;

"Shell Consideration Shares" means the Shell Shares to be issued to ARC Shareholders as part of the Consideration pursuant to the Plan of Arrangement;

"Shell Expense Reimbursement Damages Event" means:

- (a) the termination of the Arrangement Agreement by ARC pursuant to Section 8.2(a)(iv)(A) [*Shell or Shell Canada Breach*] of the Arrangement Agreement because of the failure of the condition in Section 7.3(b) [*Representations and Warranties of Shell*] or Section 7.3(d) [*Representations and Warranties of Shell Canada*] of the Arrangement Agreement;
- (b) the termination of the Arrangement Agreement by Shell pursuant to Section 8.2(a)(iii)(C) [Shell Exemptive Relief Condition] of the Arrangement Agreement, unless ARC's representation in Schedule C(uu) of the Arrangement Agreement is inaccurate regardless of knowledge qualifiers; or
- (c) the termination of the Arrangement Agreement pursuant to Section 8.2(a)(ii)(A) [*Outside Date*] of the Arrangement Agreement and at the time of such termination there exist a state of facts or circumstances that

would cause the conditions set forth in Section 7.3(b) [*Representations and Warranties of Shell*] of the Arrangement Agreement not to be satisfied, notwithstanding the availability of any cure period;

"Shell Expense Reimbursement Damages Payment" means \$30,000,000;

"Shell Public Documents" means: (a) all forms, reports, schedules, statements and other documents filed by Shell since January 1, 2025, with all applicable Governmental Entities which are publicly filed; (b) all information made available by Shell since January 1, 2025 by way of an announcement via a Regulatory Information Service; and (c) all information available on Shell's website on the webpages and sections entitled "Who we are", "What we do" and "*News and filings*", "*Results and reporting*", "*Information for shareholders*", "*Debt information*" and "*Annual General Meeting*" within the "*Investors*" webpage, in the case of each of (a), (b) and (c) above, as of the date of the Arrangement Agreement;

"Shell Scheduled Dividends" means, collectively, all regular quarterly dividends in respect of the Shell Shares declared, made or paid in the ordinary course including increases that are: (a) materially consistent with Shell's past practice; (b) made in accordance with Shell's progressive dividend policy as updated from time to time; or (c) intended by Shell to become the regular quarterly dividends in respect of the Shell Shares to be declared in the ordinary course going forward;

"Shell Shares" means ordinary shares in the capital of Shell;

"Shell Shareholder" means a holder of Shell Shares;

"Special Committee" means the special committee of ARC;

"Specified Officers" means, collectively, those individuals holding the titles "President and Chief Executive Officer", "Senior Vice President and Chief Financial Officer", "Senior Vice President and Chief Operating Officer", "Senior Vice President, Marketing", and "Senior Vice President, People & Corporate" of ARC;

"Stamp Taxes" means all stamp duty, stamp duty reserve tax, securities transfer charge and any other similar documentary, registration or transfer Taxes (plus any related interest and penalties) whether imposed in the United Kingdom or elsewhere;

"Statutory Plans" means statutory Benefit Plans pursuant to which ARC or any of the Subsidiaries of ARC, or Shell or any of the Subsidiaries of Shell, as applicable, are required to make contributions or remittances in accordance with Applicable Laws and that are administered by any Governmental Entity, including any Benefit Plans administered pursuant to applicable health, Tax, workplace safety insurance, and employment insurance Laws;

"Stock Exchanges" means each of the LSE and Euronext;

"Subsidiary" means, with respect to a Person, any body corporate, partnership, joint venture or other non-natural Person: (a) of which more than fifty percent (50%) of the outstanding shares or other voting securities ordinarily entitled to elect a majority of the board of directors (or equivalent governing body) thereof (whether or not shares or other securities of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such Person; or (b) over which such Person exercises control;

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

- (a) that complies with all applicable Securities Laws and which the ARC Board has determined in good faith (after consultation with its financial and legal advisors) is capable of being completed in accordance with Applicable Law;

- (b) that is not subject to a financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to be available to the satisfaction of the ARC Board acting in good faith (after consultation with its financial and legal advisors);
- (c) that is not subject to any due diligence condition and/or access condition, other than reasonable confirmatory due diligence;
- (d) that complies in all material respects with Applicable Law;
- (e) to acquire not less than all of the outstanding ARC Shares or not less than substantially all of the assets, properties, permits, rights or other privileges (whether contractual or otherwise) of ARC and its Subsidiaries (on a consolidated basis);
- (f) that the ARC Board and any relevant committee thereof has determined in good faith, after receipt of advice from its financial and legal advisors, is reasonably capable of being consummated without undue delay, 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
- (g) that the ARC Board and any relevant committee thereof determines in good faith, after receipt of advice from its financial and legal advisors, would be, if consummated in accordance with its terms (including, the terms of any proposed financing arrangements), but without assuming away the risk of non-completion or undue delay, more favourable, from a financial point of view, to the ARC Shareholders than the Arrangement after taking account of any amended proposal made by Shell under Section 6.4(b) of the Arrangement Agreement (if any);

"Superior Proposal Action" has the meaning ascribed thereto in Section 6.4(a) 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"*;

"Tax" or **"Taxes"** means any taxes, duties, fees, premiums, assessments, imposts, levies and other charges in the nature of taxation and all related withholdings or deductions of any nature imposed or collected by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed or collected by any Governmental Entity in respect thereof, and including, but not limited to, those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, capital gain, minimum, large corporation, transfer, land transfer, sales, goods and services, harmonized sales, use, value added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada and other pension plan premiums or contributions imposed or collected by any Governmental Entity, and any transferee or secondary liability in respect of any of the foregoing;

"Tax Act" means collectively the *Income Tax Act* (Canada) and the *Income Tax Regulations*;

"Tax Authority" means any taxing or other authority (whether within or outside Canada or the United Kingdom) competent to impose any Tax liability, or assess or collect any Tax;

"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"*;

"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"*;

"Transaction" or **"Transactions"** means the acquisition by Shell Canada of all of the issued and outstanding ARC Shares and related transactions contemplated by the Arrangement Agreement and the Arrangement;

"Transferred Information" has the meaning ascribed thereto in Section 5.7(a) of the Arrangement Agreement;

"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;

"UK" or "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland;

"UK Listing Rules" means the UK listing rules made by the FCA under Part VI of FSMA and the UK Listing Rules Instrument 2024 (FCA 2024/23);

"UK Rules" has the meaning given to it under the heading *"Exemptive Relief – Circular Disclosure Relief"*;

"United States" or "U.S." means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

"U.S. Exchange Act" means the *United States Securities Exchange Act of 1934*;

"U.S. GAAP" means generally accepted accounting principles in the United States in effect from time to time;

"U.S. Holder" has the meaning given to it under the heading *"Certain U.S. Federal Income Tax Considerations – "U.S. Holder" and "Non-U.S. Holder"*;

"U.S. Rules" has the meaning given to it under the heading *"Exemptive Relief – Circular Disclosure Relief"*;

"U.S. Securities Act" means the United States Securities Act of 1933;

"U.S. Standards" means the United States Financial Accounting Standards Board's ASC Topic 932 – Extractive Activities – Oil and Natural Gas under U.S. GAAP and subpart 1200 of Regulation S-K promulgated by the SEC;

"U.S. Tax Code" means the U.S. Internal Revenue Code of 1986, as amended;

"VAT" has the meaning ascribed thereto in Section 8.3(k) of the Arrangement Agreement;

"VIF" means a voting instruction form;

"Willful Breach" means an action or omission taken or omitted to be taken that the breaching party intentionally takes (or fails to take) and actually knows would, or would reasonably be expected to, be or cause a material breach of the Arrangement Agreement; and

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

ABBREVIATIONS

The following are abbreviations and definitions used in this Circular:

bbl	barrel
bbls	barrels
bpd	barrels per day
boe or Boe	barrels of oil equivalent
mcf	thousand cubic feet

CURRENCY AND CONVENTIONS

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

REFERENCES TO LEGISLATION

References in this Circular to any statute or section thereof shall include such statute, as amended or substituted, and any rules, regulations and order promulgated thereunder from time to time.

MANAGEMENT INFORMATION CIRCULAR

Introduction

This Circular is furnished in connection with the solicitation of proxies by the management of ARC for use at the ARC 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 ARC 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, Shell may, on behalf of the management of ARC, directly or through a proxy solicitation services firm of Shell's choice, actively solicit proxies, on behalf of management of ARC, in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement 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 Opinion 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 Amending Agreement, which is included in Appendix B to this Circular; (c) in the case of the Fairness Opinion, the complete text of the Fairness Opinion, a copy of which is attached as Appendix D to this Circular; and (d) 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 Shell contained and incorporated by reference in this Circular, including but not limited to the information in Appendix G to this Circular, has been provided by Shell and Shell Canada. Although ARC has no knowledge that would indicate that any of such information is untrue or incomplete, ARC does not assume any responsibility for the accuracy or completeness of such information or the failure by Shell and/or Shell Canada to disclose events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to ARC.

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 registered ARC Shareholders, who will receive a paper copy of the Notice of Special Meeting, this Circular and a form of proxy. ARC has elected to use the Notice-and-Access Provisions in respect of Beneficial Shareholders, who will receive a notice containing information prescribed by the Notice-and-Access Provisions and a VIF. See "*Notice-and-Access*" for further details. If you are a Beneficial Shareholder and ARC or its agent has sent the notice containing information prescribed by the Notice-and-Access Provisions and a VIF directly to you, your name and address and information about your holdings of ARC Shares have been obtained in accordance with applicable securities requirements from the intermediary/broker holding ARC Shares on your behalf.

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

This Circular is dated as of June 9, 2026, and information contained in this Circular is given as of June 9, 2026, unless otherwise specifically stated.

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

Notice to ARC Shareholders in the United States

THE ARRANGEMENT AND THE SHELL SHARES 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 HAS 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 Shell 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 requirements of the U.S. Securities Act pursuant to section 3(a)(10) thereof. 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 the securities will be issued shall have the right to appear in person or by counsel, by any court 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*" for information on how to appear at such hearing. The Shell Shares to be received by ARC Shareholders in exchange for their ARC 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 Shell after the Effective Time or were affiliates of Shell within 90 days prior to the Effective Time. See "*The Arrangement – Securities Law Matters – United States – Resales of Shell Shares After the Effective Time*."

ARC 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 for them and that there will be certain UK tax considerations relating to the acquisition, holding and disposal of Shell Shares for such ARC Shareholders which may not be fully described in this Circular. For a general summary of certain Canadian, U.S. federal income and UK tax consequences relevant to ARC 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*" and "*Certain UK Tax Considerations*". ARC 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 ARC Shares are not registered with the SEC under the U.S. Securities Act or the U.S. Exchange Act, and the issued and outstanding ARC Shares are not listed and posted for trading on a U.S. securities exchange, such as the NYSE or the NASDAQ, ARC is therefore exempt from the SEC's proxy access, formatting and filing requirements. Further, because the Shell Shares will be issued pursuant to the Arrangement, U.S. tender offer rules do not apply and Shell is exempt from related disclosure documents. Accordingly, the solicitation of proxies contemplated herein is made in accordance with Applicable Canadian Securities Laws and this Circular has been prepared in accordance with the disclosure requirements of Applicable Canadian Securities Laws. ARC 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 ARC and Shell contained or incorporated by reference herein is not comparable in all respects to similar information for U.S. companies. In particular, data on crude oil and natural gas reserves of ARC incorporated by reference in this Circular has been prepared in accordance with Canadian disclosure standards, which are not comparable in all respects to U.S. disclosure standards. The financial statements of ARC incorporated by reference in this Circular have been prepared in accordance with IFRS

Accounting Standards, which is consistent with Shell's financial statements, which are also prepared in accordance with IFRS Accounting Standards.

The enforcement by investors of civil liabilities under Applicable U.S. Securities Laws may be affected adversely by the fact that each of ARC, Shell and Shell Canada is 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 ARC, Shell and Shell Canada or such Persons are located outside the United States. As a result, it may be difficult or impossible for ARC Shareholders in the United States to effect service of process within the United States on ARC, Shell, Shell Canada or such Persons, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under Applicable U.S. Securities Laws. In addition, ARC Shareholders in the United States should not assume that the courts of Canada or the UK: (a) would enforce judgments of U.S. courts obtained in actions against such Persons predicated upon civil liabilities under Applicable U.S. Securities Laws; or (b) would enforce, in original actions, liabilities against such Persons predicated upon civil liabilities under Applicable U.S. Securities Laws.

Readers should also carefully consider the matters discussed under the headings "*Risk Factors*", "*Certain U.S. Federal Income Tax Considerations*" and other risks described elsewhere in this Circular and in the documents incorporated by reference herein.

Use of Non-GAAP Financial Measures and Ratios

The financial statements for ARC incorporated by reference or contained in this Circular have been presented in Canadian dollars and were prepared in accordance with IFRS Accounting Standards. The consolidated financial statements for Shell incorporated by reference or contained in this Circular have been presented in United States dollars and were prepared in accordance with UK-adopted international accounting standards and with the requirements of the Companies Act as applicable to the companies reporting under those standards. As applied to Shell, there are no material differences from IFRS Accounting Standards issued by the International Accounting Standards Board.

Non- IFRS Accounting Standards 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-IFRS Accounting Standards measures used by ARC, including applicable reconciliations, see the advisories in the ARC Annual MD&A and the ARC Q1 Interim MD&A which are incorporated by reference herein and available on ARC's website at www.arcresources.com and SEDAR+ issuer profile at www.sedarplus.ca. There are no significant differences between historical and forward-looking specified financial measures.

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 average exchange rate and the exchange rate 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, 2025, 2024 and 2023 and the three months ended March 31, 2026.

	Three Months Ended March 31, 2026	Year Ended December 31		
		2025	2024	2023
End of Period	1.39	1.37	1.44	1.32
Period Average	1.37	1.40	1.37	1.35

On June 8, 2026, the Bank of Canada exchange rate for US\$1.00 was \$1.39 Canadian dollars.

The average exchange rate and the exchange rate at the end of the period for Canadian dollars per £1.00 as reported by the Bank of Canada were as follows for each of the years ended December 31, 2025, 2024 and 2023 and the three months ended March 31, 2026.

	Three Months Ended March 31, 2026	Year Ended December 31		
		2025	2024	2023
End of Period	1.84	1.84	1.80	1.68
Period Average	1.85	1.84	1.75	1.68

On June 8, 2026, the Bank of Canada exchange rate for £1.00 was \$1.86 Canadian dollars.

The average exchange rate and the exchange rate at the end of the period for Canadian dollars per €1.00 as reported by the Bank of Canada were as follows for each of the years ended December 31, 2025, 2024 and 2023 and the three months ended March 31, 2026.

	Three Months Ended March 31, 2026	Year Ended December 31		
		2025	2024	2023
End of Period	1.61	1.61	1.49	1.46
Period Average	1.60	1.58	1.48	1.46

On June 8, 2026, the Bank of Canada exchange rate for €1.00 was \$1.61 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 value of the Share Consideration and the liquidity of the Shell Shares;
- the Arrangement providing ARC Shareholders the opportunity for continued ownership in a prominent entity with operations in North America's top unconventional plays and the ability to participate in future upside through ownership in Shell;
- integrating Shell's and ARC's businesses and operations and realizing the anticipated strategic, operational and financial benefits and synergies of the Arrangement;
- the benefits of Shell's acquisition of ARC 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 provide meaningful operational and development synergy potential with ARC's existing Montney assets;
- the expectation that Shell will benefit from greater efficiencies and corporate, commercial, operational and development synergies under a single entity;
- the Shell Shares to be received by ARC Shareholders pursuant to the Arrangement having the potential to increase in value as a result of synergy realization by Shell;

- the anticipated future state of the credit, debt and equity markets that could be available to ARC to provide ARC 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 in the second half of 2026;
- the expected timing for the completion of the pre-closing review by the responsible Minister or Ministers under the ICA is 75 to 90 days;
- Shell performing or causing ARC to perform all obligations of ARC under agreements with current or former employees;
- 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, ICA, CTA or HSR 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 Arrangement Resolution and timing thereof;
- expectations regarding the ARC Expense Reimbursement Damages Payment and ARC Termination Damages Payment not precluding a third party from making a potential unsolicited Superior Proposal in respect of ARC;
- expectations regarding the admission to trading and to listing of the Shell Shares to be issued to ARC Shareholders in connection with the Arrangement on the LSE and the delisting of the ARC Shares from the TSX, and the anticipated timing thereof;
- the availability of the exemption under section 3(a)(10) of the U.S. Securities Act to the Shell Shares issuable under the Arrangement;
- expectations regarding the percentage of Shell Shares that are expected to be owned by existing holders of Shell Shares and the ARC Shareholders following completion of the Arrangement;
- expectations of future plans, priorities, and focus of ARC and Shell, and the benefits thereof;
- Shell's capital return policy and the payment of future dividends on, and the market price of, the ARC Shares and the Shell Shares;
- treatment of the ARC Incentive Awards, including the vesting and settlement thereof;
- the expected treatment of ARC Employees and the costs and timing associated with severance payments and other entitlements payable pursuant to the ARC Executive Employment Agreements;
- anticipated potential effects of the ARC Termination Damages Payment and the ARC Expense Reimbursement Damages Payment;
- the expected treatment and classification of ARC Shareholders and Beneficial Shareholders having a registered address, or who are located or resident, in Hong Kong, South Africa or New Zealand as Ineligible Foreign Holders; and
- the expected treatment of ARC 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 ARC Board*");
- the liquidity of the market for, and value of, the Shell Shares;
- Shell's ability to successfully integrate the business of ARC 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 Shell 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 Shell following the Arrangement will be consistent with Shell's past performance and management expectations in relation thereto;
- the ability to obtain ARC 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 ARC Support Agreements;
- the ability to complete the proposed Arrangement on the anticipated terms and timing thereof;
- actions by third parties not delaying or otherwise adversely affecting the Arrangement;
- litigation relating to the Arrangement not being instituted against ARC or Shell;
- the absence of adverse reactions or changes to the business relationships of ARC, Shell or Shell Canada, including with employees, suppliers, customers, competitors or credit rating agencies, resulting from the announcement or completion of the Arrangement;
- 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 admission to trading and to listing of the Shell Shares to be issued to ARC Shareholders in connection with the Arrangement on the LSE and the delisting of the ARC Shares from the TSX, which is based on receipt of all required approvals from the TSX;
- the expected treatment of ARC 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*" and "*Certain UK 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 ARC, Shell, or Shell Canada after giving effect to the Arrangement, or any of their respective assets and operations;
- that there will be no material change to ARC's and Shell's operations prior to completion of the Arrangement;
- the effects of the Arrangement on the Corporation and Shell, which are based on ARC's management's current expectations regarding the intentions of Shell;
- the Arrangement's impact on the current credit ratings of ARC and Shell, and that Shell will maintain favourable credit ratings following the completion of the Arrangement;
- the interpretation of Applicable Laws by Governmental Entities and third parties as they apply to the Arrangement;
- the assessments of potential third-party purchasers with respect to the effect of the ARC Termination Damages Payment and the ARC Expense Reimbursement Damages Payment 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 ARC;
- 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 ARC and Shell'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 ARC and Shell including as set forth in the ARC AIF and the Shell Annual Report 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. ARC 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 forward-looking 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 ARC Shareholder, Court and Key Regulatory Approvals in connection with the Arrangement and timing thereof;
- the ability to complete the 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 announcement and impact of any competing bids, and any variations, changes or amendments thereto, or from any other additional offers for ARC's securities that may arise after the date hereof;
- potential actions by ARC 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 ARC or Shell including with employees, suppliers, customers, competitors, credit rating agencies, or ARC Shareholders resulting from the announcement or completion of the Arrangement;
- dilution, liquidity and share price volatility of the Shell Shares;
- the delay or inability to integrate ARC's and Shell'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 Fairness Opinion) that informed the reasons for, and anticipated benefits of, the Arrangement discussed in this Circular may be incorrect or may have been given an improper weight;
- the Arrangement Agreement could be terminated by either ARC or Shell under certain circumstances and, as a result, the Arrangement may not be completed and ARC may be required to pay a termination amount to Shell Canada in certain circumstances;
- risks relating to any undisclosed or unforeseen liabilities of Shell and Shell Canada and/or ARC;
- the tax treatment of the proposed Arrangement in the United States, Canada and United Kingdom;
- the interpretation of Applicable Laws by any Governmental Entity 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 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 ARC and Shell;
- 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 ARC and Shell to generate cash flows that, along with cash on hand, will be sufficient to support operations, shareholder returns and cash requirements;
- the ability of ARC and Shell to attract capital or obtain debt financing arrangements on acceptable terms, or at all;
- currency exchange rates and regulations;
- interest rate fluctuations;
- changes to the credit ratings of ARC and Shell, and Shell's ability to maintain favourable credit ratings following the completion of the Arrangement;
- ARC and Shell 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 ARC and Shell;
- hedging decisions of ARC or Shell, 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 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 ARC and Shell 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 ARC and Shell;
- material changes to Laws adversely affecting ARC's or Shell's operations or the Arrangement;
- the ability of ARC and Shell to replace crude oil and natural gas reserves;
- any loss of senior management or technical personnel of ARC or Shell;
- 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 G 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 Shell Shares that are expected to be owned by existing holders of Shell Shares and former ARC Shareholders immediately after the completion of the Arrangement have been calculated based on the outstanding Shell Shares and the outstanding ARC Shares, each as of the Agreement Date.

ARC 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 Shell Board and will be determined based on Shell'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 Shell Board. The Shell Board reserves all powers related to the declaration and payment of dividends.

The guidance in respect of Shell'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 Shell which are specifically incorporated by reference in, and form an integral part of, this Circular, including as described under "*About this Report*" and "*Risk factors and risk management*" in the Shell Annual Report, which is available under Shell's EDGAR profile at www.sec.gov, and under "*Risk Factors*" in the ARC Annual MD&A, which are available on ARC's website at www.arcresources.com and under ARC'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 Shell 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. Shell 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 Shell 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 Shell'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 Shell'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*" and "*Certain UK Tax Considerations*" of this Circular, as well as other risks described in the documents pertaining to Shell which are specifically incorporated by reference in, and form an integral part of, this Circular, including as described under "*About this Report*" and "*Risk factors and risk management*" in the Shell Annual Report, which is available under Shell's EDGAR profile at www.sec.gov, and under "*Risk Factors*" in the ARC Annual MD&A, which is available under ARC'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 ARC or Shell are included in documents on file with applicable securities regulatory authorities and may be accessed on ARC's issuer profile through the SEDAR+ website at www.sedarplus.ca or under Shell's EDGAR profile at www.sec.gov, and upon request, ARC 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.

EXEMPTIVE RELIEF

In connection with the Arrangement, each of ARC and Shell have sought and, in some cases, already obtained certain exemptive relief from securities regulatory authorities in Canada. Please see "*Exemptive Relief – Share Buyback Exemption Order*" in Appendix G for further discussion regarding the Share Buyback Exemption Order.

Circular Disclosure Relief

Pursuant to National Policy 11-203 – *Process for Exemptive Relief in Multiple Jurisdictions* and Multilateral Instrument 11-102 – *Passport System* ARC applied to the Alberta Securities Commission, as principal regulator on behalf of the securities regulatory authorities in the other provinces and territories of Canada (other than Ontario), and to the Ontario Securities Commission for a decision that ARC be exempted from certain prescribed disclosure requirements under Applicable Canadian Securities Laws (the "**Circular Disclosure Relief**").

Applicable Canadian Securities Laws require that this Circular include disclosure about Shell prescribed by the form of prospectus that Shell would be eligible to use immediately prior to the sending and filing of this Circular, being the requirements of National Instrument 41-101 – *General Prospectus Requirements* and Form 41-101F1 – *Information Required in a Prospectus* (the "**Long Form Prospectus Requirements**"). The Long Form Prospectus Requirements provide that this Circular must contain the information prescribed by Form 51-101F1 – *Statement of Reserves Data and Other Oil and Gas Information* ("**Form 51-101F1**") and reports in the form of Form 51-101F2 *Report on Reserves Data by Independent Qualified Reserves Evaluator or Auditor* ("**Form 51-101F2**") and Form 51-101F3 – *Report of Management and Directors on Oil and Gas Disclosure* ("**Form 51-101F3**") for Shell with an effective date of December 31, 2025. The Long Form Prospectus Requirements also require that this Circular contains a Statement of Executive Compensation in respect of Shell prepared in accordance with Form 51-102F6 – *Statement of Executive Compensation* ("**Form 51-102F6**").

Shell prepares disclosure with respect to its oil and natural gas activities in accordance with all applicable requirements imposed by the SEC, the U.S. Securities Act, the U.S. Exchange Act, the *Sarbanes-Oxley Act of 2002* and the rules of the NYSE applicable to "foreign private issuers", as that term is defined for the purposes of the U.S. Exchange Act (collectively, the "**U.S. Rules**"). Shell prepares its executive compensation disclosure in accordance with the reporting requirements of the United Kingdom Financial Conduct Authority and the ongoing requirements of the LSE (the "**UK Rules**"), as permitted under the U.S. Rules. The Shell Annual Report for the year ended December 31, 2025 (incorporated by reference into this Circular) includes Shell's oil and gas reserves disclosure as at December 31, 2025

and Shell's executive compensation disclosure for the year ended December 31, 2025. The foregoing disclosure does not meet the criteria set forth in the Long Form Prospectus Requirements.

The Circular Disclosure Relief requested consists of relief from the requirement to include in the Circular: (i) disclosure of reserves data and other oil and gas information for Shell in accordance with NI 51-101, including any requirement to disclose information in accordance with Form 51-101F1 and to provide reports in the form of Form 51-101F2 and Form 51-101F3; and (ii) disclosure of executive compensation information for Shell prepared in accordance with Form 51-102F6.

On June 1, 2026, the Circular Disclosure Relief was granted (*Re ARC Resources Ltd.* 2026 ABASC 72) on the basis that this Circular: (i) includes, by incorporation by reference or otherwise, disclosure about Shell's oil and gas activities prepared in accordance with the U.S. Rules; (ii) includes, by incorporation by reference or otherwise, executive compensation disclosure that complies with the UK Rules; and (iii) discloses: (A) a qualitative summary of the differences between the reserves reporting requirements under NI 51-101 and the U.S. Rules; and (B) the Circular Disclosure Relief and the conditions applicable thereto.

ADVISORY REGARDING OIL AND GAS INFORMATION

Barrel of Oil Equivalency

"Boe" means barrel of oil equivalent. In this Circular, all Boe conversions for ARC 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 conversions for Shell contained in the Shell Annual Report, which is incorporated by reference herein, are derived by converting natural gas to crude oil at the ratio of 5.8 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 comparison of the current prices of natural gas and 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.

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 it is likely that the actual remaining quantities recovered will exceed the estimated proved reserves; and (ii) probable reserves are those additional reserves that are less certain to be recovered than proved reserves and it is equally likely that the actual remaining quantities recovered will be greater or less than the sum of the estimated proved plus probable reserves. These category definitions are consistent between the respective filing standards of the Shell and ARC.

Shell's reserves estimates as at and for the year ended December 31, 2025 contained in the Shell Annual Report, which is incorporated by reference herein, have been prepared in accordance with U.S. Standards. Shell provides disclosure in respect of its oil and gas activities in the form permitted by, and in accordance with, the legal requirements imposed by the SEC, the U.S. Securities Act, the U.S. Exchange Act, the Sarbanes-Oxley Act of 2002 and the rules of the LSE and Euronext. Pursuant to the Circular Disclosure Relief, Shell has not prepared reserves disclosure in accordance with NI 51-101.

The information concerning ARC's reserves incorporated by reference into this Circular was derived from the ARC Reserves Report, evaluating ARC's proved and probable reserves as at December 31, 2025, which has been prepared in accordance with NI 51-101 and in accordance with the procedures and standards contained in the COGE Handbook and is contained in the ARC AIF, which is incorporated by reference herein.

Estimates of reserves and future net revenue made in accordance with NI 51-101 will differ from corresponding U.S. Standards, and those differences may be material. For example, the U.S. Standards require United States oil and gas reporting companies, in their filings with the SEC, to disclose only proved reserves after the accounting for the impact of royalties payable or receivable and production due to others but permits the optional disclosure of probable and possible reserves in accordance with SEC's definitions. Additionally, the COGE Handbook and NI 51-101 require disclosure of reserves and related future net revenue estimates based on forecast prices and costs, whereas the U.S. Standards require that reserves and related future net revenue be estimated using average first-day-of-the-month prices for the previous 12 months and that the standardized measure reflect discounted future net income Taxes related to Shell's operations. In addition, the COGE Handbook and NI 51-101 permit the presentation of reserves estimates and production volumes on a "company gross" basis, representing ARC's working interest share before accounting for the impact of royalties payable or receivable, and a "company net" basis, reflecting the accounting for the impact of royalties payable or receivable and similar payments, whereas the U.S. Standards require the presentation of net reserve estimates and production volumes after the accounting for the impact of royalties payable or receivable and similar payments. There are also differences in the technical reserves estimation standards applicable under NI 51-101 and, pursuant thereto, the COGE Handbook, and those applicable under the U.S. Standards. Along with NI 51-101 requiring more granular product type classification than required by U.S. Standards, NI 51-101 also requires that proved undeveloped reserves be reviewed annually for retention or reclassification if development has not proceeded as previously planned, while the U.S. Standards specify a five-year limit after initial booking for the development of proved undeveloped reserves. Under NI 51-101 standards, those undeveloped reserves may be retained should the future development timing be considered reasonable; however, under U.S. Standards, undrilled locations can only be classified as having proved undeveloped reserves if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless specific circumstances justify a longer time. Additionally, the SEC prohibits disclosure of oil and natural gas resources in SEC filings, including contingent resources, whereas Canadian securities regulatory authorities permit disclosure of oil and natural gas resources. Resources are different than, and should not be construed as, reserves.

INFORMATION FOR BENEFICIAL SHAREHOLDERS

The information set forth in this section is of significant importance to many ARC Shareholders, as a substantial number of the ARC Shareholders do not hold ARC Shares in their own name, but instead hold their ARC Shares through intermediaries/brokers. Beneficial Shareholders should note that only proxies deposited by ARC Shareholders whose names appear on the register maintained by ARC's registrar and transfer agent as registered ARC Shareholders can be recognized and acted upon at the ARC Meeting. If ARC Shares are listed in an account statement provided to an ARC Shareholder by an intermediary/broker, then, in almost all cases, those ARC Shares will not be registered in the ARC Shareholder's name on the records of ARC. Such ARC Shares will more likely be registered under the name of the ARC Shareholder's intermediary/broker. In Canada, the vast majority of such ARC Shares are registered under the name of CDS & Co. (the registration name for CDS which acts as nominee for many Canadian brokerage firms). ARC Shares held by intermediaries/brokers will be voted (for or against the Arrangement Resolution) only upon the instructions of the Beneficial Shareholder. Without specific instructions, intermediaries/brokers are prohibited from voting ARC Shares for their clients. Beneficial Shareholders should therefore ensure that instructions regarding the voting of their ARC Shares are properly communicated to the appropriate Person or that the ARC Shares are duly registered in their name well in advance of the ARC Meeting.

The directors and executive officers of ARC do not know for whose benefit the ARC 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 ARC 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 ARC Shares are voted at the ARC Meeting. Often, the form of proxy or VIF supplied to a Beneficial Shareholder by its intermediary/broker is identical to the form of proxy provided to registered ARC Shareholders. However, its purpose is limited to instructing the registered ARC 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 VIF in lieu of the form of proxy. The Beneficial Shareholder is requested to submit their vote online or complete and return the VIF by mail. Alternatively, the Beneficial Shareholder can call a toll-free telephone number or access the internet to vote the ARC Shares held by the Beneficial Shareholder. Also,

ARC may utilize the Broadridge QuickVote™ service to take votes directly over the telephone from eligible Beneficial Shareholders. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of ARC Shares to be represented at the ARC Meeting. **A Beneficial Shareholder receiving a form of proxy or VIF from their intermediary/broker (or an agent or nominee of such intermediary/broker) cannot use that form to vote ARC Shares directly at the ARC 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 ARC Meeting in order to have the ARC Shares to which such instructions relate voted at the ARC Meeting.**

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

Although a Beneficial Shareholder may not be recognized directly at the ARC Meeting for the purposes of voting ARC Shares registered in the name of the ARC Shareholder's intermediary/broker, a Beneficial Shareholder may attend at the ARC Meeting as a proxyholder and vote their ARC Shares in that capacity. If a Beneficial Shareholder wishes to attend the ARC Meeting and vote its ARC Shares, it must do so as proxyholder for the registered holder of its ARC Shares. To do this, a Beneficial Shareholder should enter their own name in the blank space on the applicable form of proxy or VIF 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 ARC Meeting.

These proxy-related materials are being sent to both registered ARC Shareholders and Beneficial Shareholders.

Beneficial Shareholders who will receive Shell Shares as Share Consideration under the Arrangement should be aware that such Shell Shares will not be available to trade on the LSE until such Shell Shares are deposited into a CREST account or sold through a broker that offers a certificated dealing service. Beneficial Shareholders are cautioned that certain brokers, financial institutions, trust companies or other intermediaries may not be able to accept Shell Shares through a CREST account. **Beneficial Shareholders should contact their broker/intermediary to confirm that the broker/intermediary has made appropriate arrangements to receive any Share Consideration through deposit to a CREST account pursuant to the Arrangement, and whether any additional steps are required on the part of the Beneficial Shareholder.**

See "*Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders*".

Notice-And-Access

ARC has elected to use the Notice-and-Access Provisions for the ARC Meeting in respect of mailings to Beneficial Shareholders, but not in respect of mailings to registered ARC Shareholders (i.e., an ARC Shareholder whose name appears on ARC's records as a holder of ARC Shares). The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials which are mailed to ARC Shareholders by allowing ARC to post this Circular and any additional materials online.

More specifically, ARC has elected to use procedures known as 'stratification' in relation to ARC's use of the Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of an information circular to some shareholders together with a notice of a meeting of its shareholders. As a result, registered ARC Shareholders will receive a paper copy of the Notice of Special Meeting, this Circular and a form of proxy, whereas Beneficial Shareholders will receive a notice containing information prescribed by the Notice-and-Access Provisions and a VIF. In addition, a paper copy of the Notice of Special Meeting, this Circular and a VIF will be mailed to those Beneficial Shareholders who have previously requested to receive paper copies of these materials. ARC 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. ARC intends to pay for the costs of an intermediary/broker to deliver proxy-related materials to objecting Beneficial Shareholders.

This Circular and related ARC Meeting materials can also be accessed: (i) on ARC's website at www.arcresources.com; and (ii) on ARC's SEDAR+ profile at www.sedarplus.ca.

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 Original Arrangement Agreement with Shell and Shell Canada on April 27, 2026. The Original Arrangement Agreement was amended by the Amending Agreement which was executed on June 6, 2026. The Amending Agreement provided for additional provisions related to the issuance and delivery of the Consideration under the Arrangement. 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 Amending Agreement) pursuant to which, among other things, Shell, through Shell Canada or an affiliated assignee of Shell Canada, will acquire, directly or indirectly, all of the outstanding ARC Shares.

Pursuant to the Arrangement, each ARC Shareholder (other than Dissenting ARC Shareholders) will transfer their ARC Shares to AcquisitionCo in the manner set forth in the Plan of Arrangement and will be entitled to receive the Consideration for each ARC Share held of: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement.

To the extent that a former ARC Shareholder has not complied with the provisions of the Plan of Arrangement on or before the date that is three years after the Effective Date, such former ARC Shareholder's right to receive the Consideration will terminate and be deemed to be surrendered and forfeited in accordance with the Plan of Arrangement.

See "*The Arrangement – Arrangement Steps*".

As of the Record Date (being June 1, 2026), there were 566,464,304 ARC Shares issued and outstanding (on a non-diluted basis). As of May 31, 2026, there were 5,586,155,889 Shell Shares issued and outstanding (on a non-diluted basis). Assuming that there are no Dissenting ARC Shareholders and no Ineligible Foreign Holders, it is expected that approximately 227,984,888 Shell Shares will be issued to ARC Shareholders pursuant to the Arrangement. Immediately after completion of the Arrangement, it is expected that existing Shell Shareholders will own approximately 96.1% and the former ARC Shareholders will own approximately 3.9% of the Shell Shares.

The obtaining of LSE Admission is subject to Shell fulfilling all of the admission to trading requirements of the LSE. Shell will rely on the Shell Consideration Shares being exempt from the restriction on offers to the public pursuant to paragraph 6 of Part 1 of Schedule 1 to the POATRs, and that the admission to trading of such Shell Shares will be exempt from the requirement to publish a prospectus pursuant to paragraph 1.4.3(3) of the PRMs. Each Party has agreed to take such reasonable actions as shall be required to facilitate reliance on such exemptions in connection with the Arrangement.

Shell has advised ARC 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 ARC Shareholders*". A copy of the Arrangement Agreement is attached as Appendix B to this Circular.

The Parties

ARC Resources Ltd.

ARC is one of Canada's leading oil and gas corporations. ARC's business activities include the development and production of crude oil, condensate, natural gas and NGLs in the Montney resource play in northeast British Columbia and northern Alberta.

The Corporation is a reporting issuer under the Applicable Canadian Securities Laws of each Province of Canada. The ARC Shares are listed and posted for trading on the TSX under the symbol "ARX".

ARC's head office is located at 1500, 308 – 4th Ave S.W. Calgary, AB T2P 0H7 and the registered and records office of ARC are located at 2400, 525 8th – Avenue S.W., Calgary, Alberta T2P 1G1.

Pursuant to the Arrangement, all of the ARC Shares will be acquired by AcquisitionCo. Following completion of the Arrangement, it is anticipated that the ARC Shares will be delisted from the TSX within one to three trading days following receipt of the required documentation.

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

See Appendix F – "*Information Concerning ARC*".

Shell and Shell Canada

Shell and its subsidiaries are a global group of energy and petrochemical companies operating across more than 70 countries. Shell's and its subsidiaries' activities include oil and gas exploration and production, and the marketing of fuels, lubricants and chemical products. Shell also offers low-carbon energy products and solutions.

Shell is not a reporting issuer or the equivalent in any province or territory of Canada. The Shell Shares are listed and admitted to trading on the LSE under the symbol "SHEL" and on Euronext under the symbol "SHELL". The Shell ADRs are listed on the NYSE and trade under the symbol "SHEL". Each Shell ADR represents one American Depositary Share, which in turn, represents a right to receive two outstanding Shell Shares held by a depositary.

Shell's principal office is located at Shell Centre, London, SE1 7NA, United Kingdom.

Shell Canada is an indirect, wholly-owned subsidiary of Shell, is not a reporting issuer in Canada and does not have any shares listed and posted for trading on an exchange.

Shell Canada is incorporated under the *Canada Business Corporations Act* and its registered office is located at Suite 4000, 500 Centre St S, Calgary, AB T2G 1S6.

See Appendix G – "*Information Concerning Shell*".

AcquisitionCo

AcquisitionCo may be a direct wholly-owned Subsidiary of Shell Canada organized under the laws of the Province of Alberta, Canada or any other jurisdiction in Canada, or another affiliate of Shell Canada, which may include Shell. In such capacity, AcquisitionCo may be the entity through which the acquisition of the ARC Shares is effected pursuant to the Plan of Arrangement. Shell shall cause each of Shell Canada and AcquisitionCo to perform all of their respective obligations under the Arrangement Agreement and the Plan of Arrangement.

The ARC Meeting

The ARC Meeting will be held through a live audio webcast accessible at meetings.lumiconnect.com/400-458-471-179 on July 14, 2026 at 10:00 a.m. (Mountain time). The password for the live audio webcast is "arc2026", case-sensitive.

The business of the ARC Meeting will be for ARC Shareholders to consider and vote on the Arrangement Resolution. See "*The Arrangement*" and "*Matters to be Considered at the ARC Meeting*".

The Record Date for determining ARC Shareholders entitled to receive notice of, and to vote at, the ARC Meeting is the close of business on June 1, 2026. Only ARC Shareholders of record as at the Record Date are entitled to receive notice of the ARC Meeting. ARC Shareholders of record will be entitled to vote those ARC Shares included in the list of ARC Shareholders prepared as at the Record Date. If a registered ARC Shareholder transfers ARC Shares after the Record Date and the transferee of those ARC Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such ARC Shares or having otherwise established that the transferee owns such ARC Shares, demands, at least 10 days before the ARC Meeting, that the transferee's name be included in the list of ARC Shareholders entitled to vote at the ARC Meeting, such transferee shall be entitled to vote such ARC Shares on the Arrangement Resolution at the ARC Meeting instead of the transferor. See "*General Proxy Matters*".

Effect of the Arrangement

ARC Shares

If the Arrangement is completed, each ARC Shareholder (other than Dissenting ARC Shareholders) will transfer their ARC Shares to AcquisitionCo in the manner set forth in the Plan of Arrangement and will be entitled to receive the Consideration for each ARC Share held of: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and other adjustments, in each case as set out in the Plan of Arrangement. See "*The Arrangement – Arrangement Steps*".

Ineligible Foreign Holders

ARC Shareholders who have a registered address in, or who are located and/or resident in, Hong Kong, South Africa, or New Zealand will be considered to be Ineligible Foreign Holders for purposes of the Arrangement.

An ARC Shareholder that is an Ineligible Foreign Holder will not receive Shell Shares. Instead, the Shell Consideration Shares to which such holder would otherwise be entitled will be delivered to the Nominee, who will hold (for the benefit of, and as agent and nominee for, such Ineligible Foreign Holder) and sell those Shell Consideration Shares (for the benefit of, and as agent and nominee for, such Ineligible Foreign Holder) and pay and deliver the applicable net proceeds (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs) together with the Cash Consideration and any cash payment in lieu of fractional Shell Consideration Shares to such Ineligible Foreign Holder in full satisfaction of such holder's right to receive Share Consideration under the Arrangement. See "*Ineligible Foreign Holders*".

Liquidity Option

Registered ARC Shareholders who are not Ineligible Foreign Holders and would otherwise be entitled to receive Shell Shares pursuant to the Arrangement will be provided with the Liquidity Option election, being the option to elect to sell all (but not less than all) of the Shell Consideration Shares to which they would otherwise be entitled, and to receive a cash amount equal to the net proceeds from such sale (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs). The Liquidity Option is not available to Beneficial Shareholders who hold their ARC Shares through an intermediary/broker. ARC Shareholders who validly make a Liquidity Option election in their Letter of Transmittal will receive the applicable net proceeds from the sale of the Shell Consideration Shares by the Selling Agent, together with the applicable Cash Consideration and any cash payment in lieu of fractional Shell Consideration Shares, in each case in accordance with the Plan of Arrangement.

No Fractional Shell Shares

No fractional Shell Consideration Shares will be issued under the Plan of Arrangement. If a former ARC Shareholder would otherwise be entitled to receive a fractional Shell Consideration Share, the number of Shell Consideration Shares to be delivered to such former ARC Shareholder will be rounded down to the nearest whole Shell Consideration Share, and such former ARC Shareholder will receive, at Shell's election: (i) a cash payment equal to such fractional interest multiplied by the opening LSE price of a Shell Share four (4) Business Days before the Effective Date, converted to Canadian dollars at the applicable Bank of Canada rate, and rounded to the nearest \$0.01; or (ii) such former ARC Shareholder's due proportion of the net proceeds from the sale of aggregated fractional entitlements (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), in lieu of such fractional Shell Consideration Share in accordance with the Plan of Arrangement.

The cash payment will be converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Selling Agent, as applicable, in accordance with the Plan of Arrangement. In calculating fractional interests, all ARC Shares registered in the name of, or beneficially held by, such former ARC Shareholder or its nominee(s), will be aggregated.

Cancellation of Rights After Three Years

To the extent that a former ARC Shareholder has not complied with the provisions of the Plan of Arrangement in respect of certificates and payments and/or lost certificates, on or before the date that is three years after the Effective Date, then the Consideration that such former ARC Shareholder was entitled to receive will terminate and be deemed to be surrendered and forfeited in accordance with the Plan of Arrangement, and the interest of the former ARC Shareholder in such Shell Shares (including any dividend or other distributions or return of capital) to which such ARC Shareholder was entitled will be terminated as of such Final Proscription Date, and the certificates formerly representing ARC Shares will cease to represent a right or claim of any kind or nature as of such Final Proscription Date. Any payment made by way of cheque by the Depositary, the Nominee or the Selling Agent pursuant to the Plan of Arrangement that has not been deposited or has been returned to the Depositary, the Nominee or the Selling Agent, as applicable, or that otherwise remains unclaimed, in each case, on or before the Final Proscription Date will cease to represent a right or claim of any kind or nature and the right of any ARC Shareholder to receive the Consideration pursuant to the Plan of Arrangement will terminate and be deemed to be surrendered and forfeited.

ARC Incentive Awards

As at June 1, 2026, the following ARC Incentive Awards were outstanding: (a) 1,231,806.93 ARC DSUs; (b) 48,061 ARC Options; (c) 2,540,879.28 ARC PSUs; (d) 1,287,643.93 ARC RSUs; and (e) 750,631.84 ARC LTRSA.

Pursuant to the Arrangement Agreement, completion of the Arrangement will constitute a "Change of Control", as applicable, under the ARC PSU and RSU Plan, the ARC DSU Plans, the ARC LTRSA Plan and the ARC Option Plans and the outstanding ARC PSUs, ARC RSUs, ARC DSUs, ARC LTRSA and ARC Options thereunder.

At the Effective Time, the number of outstanding ARC PSUs will be increased by two times as a result of the performance multiplier approved by the ARC Board. In addition, the ARC Board approved the acceleration, to immediately prior to the Effective Time, of the award of ARC RSUs and ARC PSUs with an aggregate value of \$19,046,218 (including \$7,190,000 to executive officers), which had originally been approved in February 2026 and were scheduled to be awarded in September 2026 in the ordinary course. The number of additional ARC RSUs and ARC PSUs issuable at the Effective Date will be determined based on the 5-Day VWAP of the ARC Shares for the five trading days ending on the date of such issuance. Such ARC PSUs will be subject to the application of the two times performance multiplier.

Effective and conditional upon completion of the Arrangement, all ARC RSUs and ARC PSUs held by Departing Individuals will vest, and ARC will pay, or cause to be paid, to each Departing Individual holding ARC RSUs and ARC PSUs an amount in cash equal to the product of the number of ARC RSUs and ARC PSUs held by such Departing Individual multiplied by the Settlement Price, less applicable Taxes, whereafter such ARC RSUs and ARC PSUs will be settled and terminated. ARC will also pay, or cause to be paid, to each ARC director holding ARC DSUs an amount

in cash equal to the product of the number of ARC DSUs held by such director multiplied by the Settlement Price, less applicable Taxes, whereafter such ARC DSUs will be settled and terminated.

For ARC RSUs and ARC PSUs held by Continuing Individuals, vesting will not be accelerated, and such awards will be adjusted to track Shell Shares, with the number of Shell Shares underlying each such ARC RSU and ARC PSU determined by applying the Conversion Factor. Such awards will continue to be governed by their existing terms and conditions, as adjusted pursuant to the Arrangement Agreement.

Prior to entering into the Arrangement Agreement, the ARC Board passed resolutions in respect of the ARC Option Plans to accelerate the vesting of all ARC Options outstanding thereunder and to accelerate the exercise date of all such ARC Options in accordance with the ARC Option Plans, such that all ARC Options issued and outstanding under the ARC Option Plans will terminate on June 11, 2026 unless otherwise exercised.

Effective immediately prior to completion of the Arrangement, all ARC Shares held in trust pursuant to the ARC LTRSA Plan will be released to the holders of such ARC LTRSAs.

See *"Interests of Certain Persons or Companies in the Arrangement – ARC Incentive Awards"*.

ARC Long-Term Debt

Pursuant to the Arrangement Agreement, upon reasonable request by Shell, ARC is required to provide Shell with information, in reasonable detail, regarding the current status of all principal amounts outstanding under, and any amendments or waivers in respect of, the ARC Long-Term Debt, including the ARC Senior Notes. ARC has also agreed to, and to cause its Subsidiaries to, use commercially reasonable efforts to cooperate with Shell and its Subsidiaries as Shell may reasonably request in connection with any arrangements in respect of the ARC Long-Term Debt, including amendments to the terms thereof, subject to the limitations set out in the Arrangement Agreement.

Background to the Arrangement

The terms of the Arrangement are the result of extensive negotiations between representatives of ARC, including the ARC Board, and Shell, 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, and the Corporation's legal advisors, and after having taken into consideration such matters as it considered relevant, including the 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 ARC Shareholders and in the best interests of the Corporation and unanimously resolved to recommend that the ARC 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 ARC Shareholders; (iii) approve the Arrangement Agreement and the transactions contemplated thereby; and (iv) recommend that the ARC Shareholders vote in favour of the Arrangement 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 Advisor and Fairness Opinion"*, *"The Arrangement – Background to the Arrangement"* and *"The Arrangement – Reasons for the Arrangement"*.

Recommendation of the ARC Board

The ARC Board, after consulting with RBC Capital Markets and the Corporation's legal advisors, and after careful consideration of, among other things, the Fairness Opinion and the recommendation of the Special Committee, has unanimously determined that the Arrangement is in the best interests of ARC and that the Arrangement is fair to the

ARC Shareholders. Accordingly, the ARC Board unanimously: (i) determined that the Arrangement and the entry into the Arrangement Agreement are in the best interests of ARC; (ii) determined that the Arrangement is fair to ARC Shareholders; (iii) approved the Arrangement Agreement and the transactions contemplated thereby; and (iv) resolved to recommend that ARC Shareholders vote in favour of the Arrangement Resolution.

In making its recommendation, the ARC Board considered a number of factors. For additional details, see "*The Arrangement – Recommendation of the ARC Board*", "*The Arrangement – Financial Advisor and Fairness Opinion*", "*The Arrangement – Background to the Arrangement*" and "*The Arrangement – Reasons for the Arrangement*" in this Circular.

Reasons for the Arrangement

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

- *Attractive Premium and Value:* The Consideration of \$32.80 per ARC Share (based upon the closing price of Shell Shares on the LSE and the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada as of April 24, 2026) represents a 27% premium to the closing price of the ARC Shares on the TSX on April 24, 2026, the last trading day before the Arrangement was announced, and a meaningful premium to the 20-day and 30-day volume-weighted average trading prices before such date.
- *Optionality to Retain Meaningful Equity Exposure or Monetize Highly Liquid Shares:* The Consideration mix allows ARC Shareholders to gain equity exposure to an integrated global energy platform through Shell Shares which represent 75% of the Consideration, or to monetize some or all of these highly liquid shares in the open market.
- *Shell's Commitment to Shareholder Returns:* ARC Shareholders receiving Shell Shares will benefit from Shell's commitment to returning 40 to 50% of cash flow from operations to its shareholders through a 4% progressive dividend and share buybacks. The buybacks announced with Shell's Q1 2026 quarterly results on May 7, 2026 were the 18th consecutive quarter of share buybacks of at least US\$3 billion and the announced Q1 2026 quarterly interim dividend amounted to US\$0.3906 per Shell Share.
- *Improved Cost of Capital and Reduced Cash Flow Volatility:* Shell's strong investment grade credit ratings and diversified global portfolio are expected to reduce cash flow volatility, improve access to global markets, and reduce exposure to in-basin pricing. Through ownership of Shell Shares, ARC Shareholders will benefit from Shell's lower cost of capital, broader market access, and greater financial resilience through commodity and economic cycles.
- *De-Risks and Accelerates Value Realization:* The ARC Board believes the Consideration realizes premium value for ARC's long-duration Montney asset base, in particular recognizing the long-term resource potential of Attachie. In addition, the Consideration reflects long-term commodity prices in line with or above mid-cycle levels and meaningfully above long-term futures prices as of the date of the Arrangement Agreement.
- *Unlocks and Advances LNG-Related Value Through Shell's Global Integrated Gas Platform:* The Consideration reflects accelerated value for ARC's undeveloped natural gas properties adjacent to Shell's operations which are connected to LNG Canada. The Arrangement provides opportunity to realize additional value through Shell's global natural gas value chain that includes LNG Canada Phase 1, in which Shell holds a 40% interest, and the potential LNG Canada Phase 2 project, which is subject to a final investment decision.
- *Aligned Priorities of Responsible Development, Operational Excellence and Safety:* Both Shell and ARC have complementary core values and operating philosophies that create alignment for employees and external stakeholders. Through strong environmental, social and governance practices, both companies consistently demonstrate their commitment to responsible development. This includes a strong safety culture that prioritizes people and operational excellence.

- *Opportunities for ARC Employees:* Shell has indicated it intends to maintain a significant operational presence in Western Canada and integrate ARC's people into its Canadian operations. The ARC Board believes Shell's global scale and ongoing investment in employee development will benefit ARC's workforce and provide enhanced opportunities for professional growth and development.
- *Positive Impact on Communities, Indigenous Peoples and Stakeholders:* ARC and Shell have each demonstrated a longstanding commitment to supporting the communities in which they operate. Both companies have established community investment programs and partnerships that support local initiatives, address social priorities, and foster strong relationships with community stakeholders. The ARC Board believes that Shell's presence will provide sustained long-term investment that will deliver enduring economic benefits in its operating communities and support long-term social investments that benefit the region and local Indigenous communities.

In addition to the anticipated benefits for ARC Shareholders described above, the ARC Board considered various other factors they deemed to be appropriate. For additional information with respect to the anticipated benefits of the Arrangement and other reasons that the ARC Board considered in unanimously determining that the Arrangement is in the best interests of ARC, see "*The Arrangement – Reasons for the Arrangement*" in the Circular.

Fairness Opinion

ARC retained RBC Capital Markets pursuant to the RBC Capital Markets Engagement Letter to act as financial advisor to the Corporation, the ARC Board and the Special Committee in connection with, among other things, the Arrangement. At a meeting of the Special Committee and the ARC Board called to consider the Arrangement on April 26, 2026, RBC Capital Markets verbally delivered its opinion, which was subsequently re-confirmed in the morning of April 27, 2026 and then confirmed in writing, to the Special Committee and the ARC Board, that as of the date thereof and subject to certain assumptions, limitations, qualifications and other matters stated in the Fairness Opinion, the Consideration to be received by the ARC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the ARC Shareholders.

The full text of the 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 Fairness Opinion, is attached as Appendix D to this Circular.

The summary of the Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinion. The Fairness Opinion addresses the fairness, from a financial point of view, of the Consideration to be received by the ARC Shareholders pursuant to the Arrangement and does not address any other aspect of the Arrangement or any related transaction, including any legal, regulatory, accounting, technical or tax aspects of the Arrangement that may be relevant to ARC or the ARC Shareholders. RBC Capital Markets provided the Fairness Opinion to the Special Committee and the ARC Board for their exclusive use only in consideration of the Arrangement. The Fairness Opinion may not be relied upon by any other Person, for any other purpose, or in any other circumstance. The Fairness Opinion may not be summarized, published, reproduced, disseminated, quoted from or referred to, or used for any other purpose without prior written consent of RBC Capital Markets, which consent has been obtained for the purposes of its inclusion in this Circular. The Fairness Opinion is not, and should not be considered as, advice as to the price at which any of ARC's or Shell's securities may trade at any time. The Fairness Opinion does not address the relative merits of the Arrangement as compared to any other transactions or strategic alternatives that may be available to ARC, or ARC's underlying business decision to enter into the Arrangement Agreement and effect the Arrangement. The Fairness Opinion does not constitute a recommendation to any ARC Shareholder as to how such ARC Shareholder should act or vote in respect of the Arrangement or any other matter. In considering the fairness of the Consideration from a financial point of view, RBC considered the Arrangement from the perspective of the ARC Shareholders generally and did not consider the specific circumstances of any particular ARC Shareholder. The Fairness Opinion was one of a number of factors taken into consideration by the Special Committee and the ARC Board in making their unanimous determination that the Arrangement is fair, from a financial point of view, to the ARC Shareholders and is in the best interests of ARC and to recommend that the ARC Shareholders accept the Arrangement.

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

See "*The Arrangement – Financial Advisor and Fairness Opinion – Fairness Opinion*".

ARC Support Agreements

Concurrently with the execution of the Arrangement Agreement, each director and certain officers of ARC entered into a support agreement with Shell, pursuant to which they have agreed, among other things, to vote, or cause to be voted, all ARC Shares beneficially owned or controlled by such directors and officers in favour of the Arrangement Resolution and to otherwise support the Arrangement. For additional details, see "*The Arrangement – ARC Support Agreements*" in the Circular.

See "*The Arrangement – ARC Support Agreements*".

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 Arrangement Resolution must be approved by not less than 66⅔% of the votes cast by ARC Shareholders present in person or represented by proxy at the ARC Meeting;
- (b) the Final Order shall have been granted in form and substance satisfactory to each of Shell and ARC, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to Shell or ARC, acting reasonably, on appeal or otherwise;
- (c) the Key Regulatory Approvals shall have been obtained and shall be in full force and effect;
- (d) the LSE having acknowledged in writing to Shell or its agent (and such acknowledgement not having been withdrawn) that LSE Admission will occur;
- (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, ARC 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 ARC BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE ARRANGEMENT RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE ARC MEETING.

Pursuant to the Interim Order, the Arrangement 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 ARC Shareholders present in person or represented by proxy at the ARC Meeting.

If the Arrangement Resolution is not approved by the ARC 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 VIF, as applicable), if not expressly directed to the contrary in such form of proxy, to vote such proxy "FOR" the Arrangement Resolution set forth in Appendix A to this Circular.

Notwithstanding the foregoing, the Arrangement Resolution proposed for consideration by the ARC Shareholders authorizes the ARC Board, without further notice to or approval of ARC 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 Arrangement Resolution at any time prior to the Effective Time. See Appendix A to this Circular for the full text of the Arrangement Resolution.

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

Court Approvals

On June 9, 2026, ARC obtained the Interim Order providing for the calling and holding of the ARC 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 Arrangement Resolution is approved at the ARC Meeting, ARC will make an application to the Court for the Final Order on or about July 15, 2026 at 10:00 a.m. (Mountain time) or as soon thereafter as counsel may be heard by video conference or, if necessary, at the Calgary Courts Centre, 601 – 5th Street, S.W., Calgary, Alberta, Canada. 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 Shell Shares pursuant to the Arrangement, provided by section 3(a)(10) thereof on the basis of the Final Order.

Any ARC 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 ARC Shareholder or other interested party files with the Court and serves upon ARC on or before 5:00 p.m. (Mountain time) on July 7, 2026 (or the Business Day that is five (5) Business Days prior to the date of the ARC Meeting if it is not held on July 14, 2026), a notice of intention to appear setting out such ARC Shareholder's or interested party's address for service and indicating whether such ARC 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 ARC is required to be effected by service upon the solicitors for ARC: 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 obtained and shall be in full force and effect. On May 29, 2026, ARC and Shell jointly requested that the Commissioner issue an Advanced Ruling Certificate 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.

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

ICA Approval

It is a mutual condition to completion of the Arrangement that the ICA Approval shall have been obtained and shall be in full force and effect. On May 29, 2026, Shell submitted the application with the Minister of Industry to commence the Review Period for the Arrangement. It is anticipated that the Review Period will be completed within 75 to 90 days from the date of filing the application.

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

HSR Approval

It is a mutual condition to completion of the Arrangement that the HSR Approval 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 May 29, 2026, ARC and Shell 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 June 29, 2026.

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 ARC or Shell 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 Approval*".

CTA Approval

It is a mutual condition to completion of the Arrangement that: (i) Shell Canada shall have received a notice from the Minister of Transport pursuant to subsection 53.1(4) of the Canada Transportation Act that the Minister of Transport is of the opinion that the Transactions do not raise issues with respect to the public interest as it relates to national transportation, in accordance with subsection 53.1(4) of the Canada Transportation Act; or (ii) the Transactions shall have been approved by the Governor in Council in accordance with subsections 53.2(7) of the Canada Transportation Act, and in either case the completion of the Transactions shall not be prohibited under subsection 53.2(1) of the Canada Transportation Act.

Under the Canada Transportation Act, section 53.1(1) provides that where a "notifiable transaction" for the purposes of Part IX of the Competition Act also involves a transportation undertaking the parties shall, at the same time as the Commissioner is notified and, in any event, not later than the date by which the person is required to notify the Commissioner, give notice of the proposed transaction to the Minister of Transport. Transactions that are subject to notification under the Canada Transportation Act cannot be completed until the requirements noted below have been satisfied.

On May 29, 2026, ARC and Shell notified the Minister of the transactions contemplated by the Arrangement Agreement. It is anticipated that the review period will be completed within 42 days from the date of filing the application with the Minister of Transport.

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

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 Amending 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 ARC, on the one hand and Shell and Shell Canada on the other hand, 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 ARC, on the one hand, and Shell and Shell Canada, on the other hand, in the Arrangement Agreement, ARC has provided certain non-solicitation covenants, provided that if at any time prior to obtaining ARC Shareholder Approval, ARC receives an unsolicited *bona fide* Acquisition Proposal not resulting from a breach of the non-solicitation covenants in the Arrangement Agreement, which the ARC Board determines in good faith, after consultation with its financial and legal advisors, constitutes or would reasonably be expected to constitute or lead to a Superior Proposal, ARC may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, subject to certain requirements and notification to Shell, which will have the right, during the Response Period, to propose amendments to the terms of the Arrangement and the Arrangement Agreement such that the Acquisition Proposal would cease to constitute a Superior Proposal.

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 ARC, Shell and Shell Canada 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 Arrangement Resolution by the ARC Shareholders, receipt of the Key Regulatory Approvals and receipt of the Final Order from the Court. In addition, completion of the Arrangement is also subject to the receipt of the Share Buyback Exemption Order relief. Upon all the conditions being satisfied or waived, ARC 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 agreement of ARC and Shell and by ARC or Shell in certain circumstances, as more particularly set forth in the Arrangement Agreement. Subject to certain limitations,

either ARC or Shell may also terminate the Arrangement Agreement if the Effective Time has not occurred on or before the Outside Date.

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

Termination Fees

The Arrangement Agreement provides for a termination damages payment of \$600 million payable by ARC to Shell Canada, in consideration for the disposition of Shell Canada's rights under the Arrangement Agreement, if the Arrangement Agreement is terminated in certain circumstances. The Arrangement Agreement also provides for an expense reimbursement damages payment of \$30 million payable by ARC to Shell Canada in certain circumstances and an expense reimbursement damages payment of \$30 million payable by Shell Canada to ARC in certain circumstances.

See "*The Arrangement – The Arrangement Agreement – Expense and Termination Damages Payments*".

Dissent Rights

Under the Interim Order, a registered ARC 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 AcquisitionCo the fair value of the ARC Shares held by the holder in respect of which the holder dissents, determined as of the close of business, in respect of the ARC Shares, on the last Business Day before the day on which the Arrangement Resolution is approved by ARC Shareholders. **A registered ARC Shareholder may dissent only with respect to all of the ARC Shares held by such holder or on behalf of any one beneficial owner and registered in the Dissenting ARC Shareholder's name. Beneficial Shareholders who wish to dissent should be aware that only the registered owner of such ARC Shares is entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the ARC 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 Arrangement Resolution is required to be received by ARC or, alternatively, make arrangements for the registered holder of such ARC Shares to dissent on behalf of the Beneficial Shareholder.**

A registered ARC Shareholder wishing to exercise Dissent Rights with respect to the Arrangement must send a written objection to the Arrangement Resolution, which written objection must be received by ARC, c/o 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, by 5:00 p.m. (Mountain time) on July 10, 2026 (or, if the ARC Meeting is adjourned or postponed, no later than 5:00 p.m. (Mountain time) on the Business Day that is two (2) Business Days prior to the date on which the ARC 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 Arrangement Resolution, whether in person or by proxy, shall not constitute a written objection to the Arrangement Resolution. An ARC Shareholder may only exercise its Dissent Rights in respect of all, and not less than all, of its ARC Shares.

Dissenting ARC Shareholders who ultimately are not entitled, for any reason, to be paid fair value for their ARC 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 ARC Shares notwithstanding the provisions of section 191 of the ABCA, and such holder shall receive Consideration in exchange for such holder's ARC Shares comprised of: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, for each ARC Share held, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement. Unless otherwise waived by Shell, it is a condition to the obligations of Shell and Shell Canada to complete the Arrangement that ARC Shareholders shall not have properly exercised and not validly withdrawn Dissent Rights in connection with the Arrangement with respect to more than 5% of the issued and outstanding ARC Shares as of the Effective Date.

It is strongly encouraged that any registered ARC Shareholder wishing to exercise such ARC 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 ARC Shareholder's right to dissent.

See "*Dissent Rights*".

Exchange Listings

Following completion of the Arrangement, it is anticipated that the ARC Shares will be delisted from the TSX within one to three trading days following receipt of the required documentation.

The obtaining of LSE Admission is subject to Shell fulfilling all of the admission to trading requirements of the LSE. Shell will rely on the Shell Consideration Shares being exempt from the restriction on offers to the public pursuant to paragraph 6 of Part 1 of Schedule 1 to the POATRs, and that the admission to trading of such Shell Shares will be exempt from the requirement to publish a prospectus pursuant to paragraph 1.4.3(3) of the PRMs. Each Party has agreed to take such reasonable actions as shall be required to facilitate reliance on such exemptions in connection with the Arrangement.

The closing price of the ARC Shares on the TSX on April 24, 2026, the last completed trading day prior to the public announcement of the Arrangement, was \$25.77 and on June 8, 2026, the last completed trading day on the TSX before the date of this Circular, the closing price per ARC Share was \$32.06.

The closing price of the Shell Shares on the LSE and Euronext on April 24, 2026, the last completed trading day prior to the public announcement of the Arrangement, was £33.08 and €38.13, respectively, and on June 8, 2026, the last completed trading day on the LSE and Euronext before the date of this Circular, the closing price per Shell Share was £32.43 and €37.45, respectively.

Shell's ADRs are listed on the NYSE and trade under the symbol "SHEL". Each Shell ADR represents one American Depositary Share, which in turn, represents a right to receive two outstanding Shell Shares held by a depositary. The closing price of the Shell ADRs on the NYSE on April 24, 2026, the last completed trading day prior to the public announcement of the Arrangement, was US\$89.13 per Shell ADR and on June 8, 2026, the last completed trading day on the NYSE before the date of this Circular, the closing price per Shell ADR was US\$86.65.

U.S. Securities Law Matters

The Shell Shares to be issued to ARC Shareholders in exchange for their ARC 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 ARC Shareholders reside.

See "*The Arrangement – Securities Law Matters – United States*".

UK Securities Law Matters

It is intended that the Shell Consideration Shares to be issued under the Arrangement will be admitted to listing in the equity shares (commercial companies) category of the Official List of the FCA and admitted to trading on the LSE's main market for listed securities. Pursuant to the Arrangement Agreement, the Parties intend that the issuance of the Shell Shares representing the Shell Consideration Shares under the Arrangement, will be exempt from the restriction on offers to the public pursuant to paragraph 6 of Part 1 of Schedule 1 to the POATRs. The Parties also intend that the admission to trading of the Shell Shares representing the Shell Consideration Shares will be exempt from the requirement to publish a prospectus pursuant to paragraph 1.4.3(3) of the PRMs. Each Party has agreed to take such reasonable actions as shall be required to facilitate reliance on such exemptions in connection with the Arrangement.

The Parties have also acknowledged and agreed that, in connection with the issuance of the securities under the Arrangement, including the Shell Shares representing the Shell Consideration Shares, there will either be no requirement for an independent valuation under section 593 of the Companies Act or Shell, Shell Canada and/or AcquisitionCo will take such actions as may be required to procure that any such report is produced and that such Companies Act requirements are satisfied to permit such issuance, in each case in accordance with the terms and conditions of the Arrangement Agreement and the Arrangement. If such an independent valuation is required, the Companies Act requires Shell to deliver a copy of the independent valuation report to the Registrar of Companies for England and Wales within one month of allotment of the Shell Consideration Shares; as such a copy of any such report will be filed with Companies House and publicly available at www.companieshouse.gov.uk.

Transferable securities fungible with securities already admitted to trading on the same regulated market will be exempt from the requirement for a prospectus under 1.4.1R of the PRMs, provided they represent, over a 12 month period, less than 75% of the number of those transferable securities already admitted to trading on the same regulated market where the transferable securities are issued by an issuer other than a closed ended investment fund. Shell's application for admission to trading of the Shell Shares issued in connection with the Arrangement on the LSE's main market for listed securities will be made on the basis of the exemption from publication of a prospectus under 1.4.1R of the PRMs.

See "*The Arrangement – Securities Law Matters – United Kingdom*".

Share Issuance and Disapplication of Pre-Emption Rights

The Shell Consideration Shares will be allotted and issued in reliance on existing shareholder authorities of Shell authorizing share issuances and (if applicable) disapplying statutory pre-emption rights.

Summary of Canadian Federal Income Tax Considerations

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

Such summary is not intended to be legal or tax advice. ARC 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 Shell Shares with respect to their particular circumstances.

Summary of U.S. Federal Income Tax Considerations

ARC Shareholders should carefully read the information in this Circular under "*Certain U.S. Federal Income Tax Considerations*" for a general summary of certain material U.S. federal income tax considerations relevant to ARC Shareholders that are U.S. Holders (as defined therein), with respect to the exchange of such ARC Shares for Share Consideration and Cash Consideration pursuant to the Arrangement, or that are Non-U.S. Holders (as defined therein), with respect to the ownership and disposition of Shell Shares received in the Arrangement. Such summary is not intended to be legal or tax advice. ARC Shareholders should consult their own tax advisors as to the tax consequences of the Arrangement to them and of the ownership and disposition of Shell Shares with respect to their particular circumstances.

Summary of UK Tax Considerations

This Circular contains a general summary of certain UK withholding and inheritance tax considerations for ARC Shareholders in relation to holding Shell Shares, and certain UK Stamp Taxes considerations for ARC Shareholders in relation to acquiring Shell Shares and disposing of such Shell Shares. See the discussion under "*Certain UK Tax Considerations*".

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

Other Tax Considerations

This Circular only discusses certain Canadian federal income, U.S. federal income and UK tax considerations applicable to certain ARC Shareholders. Other tax consequences, including for those ARC Shareholders who are resident in jurisdictions other than Canada or the United States, are not discussed, and ARC 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 of Shell Shares, if applicable. All ARC Shareholders should consult with and rely solely upon their own tax advisors regarding the federal, provincial, state, local territorial and foreign tax considerations relating to and tax consequences of the Arrangement and of owning and disposing of Shell Shares, if applicable.

Pursuant to the Plan of Arrangement, Shell will generally be responsible for Stamp Taxes payable in connection with the transfer of ARC Shares to AcquisitionCo, the transfer, delivery, issuance and/or allotment of Shell Shares to the Depositary, the Nominee or the Selling Agent (or any other person holding for and on behalf of the Depositary, the Nominee or the Selling Agent) and the transfer or delivery of Shell Shares from the Depositary to, where ARC Shareholders elect to hold or automatically receive their Shell Shares in certificated form, such ARC Shareholders or, where ARC Shareholders elect to hold their Shell Shares within CREST, to the applicable CREST accounts, subject to certain exceptions set out in the Plan of Arrangement; if either Shell or the Depositary is required to (and does) incur a liability to Stamp Taxes for which it is not responsible under the Plan of Arrangement because an exception applies the relevant ARC Shareholders may be required by Shell or the Depositary to reimburse Shell or the Depositary (as applicable). See the summary in "*The Arrangement – Stamp Taxes*" for further detail.

Timing

After obtaining the approval of the ARC Shareholders, and upon the satisfaction or, where permitted, waiver of the other conditions set forth in the Arrangement Agreement, including receipt of the Final Order, the Articles of Arrangement are expected to be filed with the Registrar on the fourth (4th) Business Day thereafter. 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 (the Effective Date), and the Arrangement takes effect at the Effective Time specified in the Plan of Arrangement.

If the ARC 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, ARC will apply for the Final Order approving the Arrangement. If the Final Order is obtained on July 15, 2026, in form and substance satisfactory to ARC and Shell, the Effective Date will occur once all other conditions set forth in the Arrangement Agreement are satisfied or, where applicable, waived. ARC and Shell expect the Effective Date will occur in the second half of 2026. 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*".

Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders

A Letter of Transmittal has been mailed, together with this Circular, to each person who was a registered ARC Shareholder of ARC Shares on the Record Date. In order to receive the Consideration to which they are entitled, registered ARC Shareholders are required to complete and sign the Letter of Transmittal enclosed with this Circular, marking the appropriate elections that are described below, and deliver it and the other documents required by it, including any certificate(s), if applicable, representing the ARC Shares held by them, to the Depositary in accordance with the instructions contained in the Letter of Transmittal.

Only registered ARC Shareholders are required to submit a Letter of Transmittal. **Beneficial Shareholders whose ARC Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their intermediary or nominee for instructions and assistance in receiving the Consideration in exchange for their ARC Shares.**

From and after the Effective Date, each certificate or DRS Advice, if any, which immediately prior to the Effective Time represented one or more ARC Shares shall be deemed, at all times after the Effective Time, to represent only the right to receive, upon such surrender, the Consideration to which such former ARC Shareholder is entitled under the Arrangement, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement.

To the extent that a former ARC Shareholder has not complied with the provisions of the Plan of Arrangement on or before the date that is three years after the Effective Date, such former ARC Shareholder's right to receive the Consideration will terminate and be deemed to be surrendered and forfeited in accordance with the Plan of Arrangement.

On the Effective Date, Shell shall deliver (or cause to be delivered) to the Depositary and the Nominee, as the case may be, an irrevocable direction to the transfer agent for the Shell Shares to issue sufficient Shell Consideration Shares to satisfy the aggregate Consideration payable to the ARC Shareholders in accordance with Section 3.1 of the Plan of Arrangement. Shell will also cause to be delivered to the Depositary the Cash Consideration, plus sufficient funds to satisfy any aggregate cash payment in lieu of fractional Shell Consideration Shares. Such cash and, once issued, Shell Consideration Shares shall be held by the Depositary and the Nominee, as the case may be, as agent and nominee for such former ARC Shareholders for distribution to such former ARC Shareholders in accordance with Article 3 of the Plan of Arrangement.

Upon the submission of a duly completed and executed Letter of Transmittal together with any certificate(s) that immediately prior to the Effective Time represented one or more outstanding ARC Shares, if applicable, that were exchanged for the Consideration in accordance with the terms of the Arrangement, together with such other documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate or ARC Shares evidenced by a DRS Advice will be entitled to receive in exchange therefor, and the Depositary will, following the Effective Time, arrange for:

- (i) in respect of each former ARC Shareholder that (A) is not an Ineligible Foreign Holder and (B) has not validly made a Liquidity Option election, delivery (in each case, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement) to such holder of (x) the relevant number of Shell Consideration Shares that such holder is entitled to receive in accordance with the terms of the Arrangement to be delivered to such holder directly by delivery of certificates or by crediting a CREST account supplied for such purpose by such holder, as applicable, and (y) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled in lieu of fractional Shell Consideration Shares which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are aggregated and sold pursuant to the procedures set forth in the Plan of Arrangement;
- (ii) in respect of each former ARC Shareholder that is an Ineligible Foreign Holder, delivery (in each case, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement) of (x) the relevant number of Shell Consideration Shares that such holder is entitled to receive in accordance with the terms of the Arrangement (to the extent not already delivered to the Nominee) to the Nominee in accordance with the terms of the Arrangement (and the Nominee shall hold such Shell Consideration Shares for the benefit of, and as agent and nominee for, such former ARC Shareholder), and (y) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled in lieu of fractional Shell Consideration Shares which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are aggregated and sold pursuant to the procedures set forth in the Plan of Arrangement; or

- (iii) in respect of each former ARC Shareholder that has validly made a Liquidity Option election, delivery (in each case, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement) of (x) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing a cash amount equal to the net proceeds from the sale of all (but not less than all) of the Shell Consideration Shares to which it would be entitled pursuant to the Arrangement (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Selling Agent (and in each case, without interest and as adjusted for any rounding or withholding), as further described under "*Securities Law Matters – Liquidity Option*", and (y) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled in lieu of fractional Shell Consideration Shares which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are aggregated and sold pursuant to the procedures set forth in the Plan of Arrangement;

in each case, together, with any dividends or other distributions or returns of capital with respect thereto in accordance with the Plan of Arrangement and the certificate or ARC Shares evidenced by a DRS Advice so surrendered shall forthwith be cancelled. See the Letter of Transmittal for further details.

The Cash Consideration and Shell Consideration Shares, or in the case of an Ineligible Foreign Holder or an ARC Shareholder electing the Liquidity Option, the net proceeds from the sale of the Shell Consideration Shares that such holder would otherwise be entitled to receive (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Nominee (in respect of an Ineligible Foreign Holder) or the Selling Agent (in respect of an ARC Shareholder electing the Liquidity Option), will be delivered as soon as practicable after the later of the Effective Date and the date on which the Depositary receives a properly completed and duly and validly executed Letter of Transmittal, if applicable, together with the certificate(s), if applicable, formerly representing the ARC Shares exchanged under the Arrangement and such other documents and instruments as the Depositary may reasonably require. If you are a registered ARC Shareholder and have provided valid CREST account details in a validly completed and delivered Letter of Transmittal, you will receive the Shell Consideration Shares to which you are entitled in such CREST account as soon as practicable after the Effective Date. If you are a registered ARC Shareholder and (i) you have not provided valid CREST account details in your Letter of Transmittal; and (ii) you have not made a Liquidity Option election in your Letter of Transmittal, the Shell Consideration Shares to which you are entitled will be delivered in certificated form after the Effective Date.

Notwithstanding the above, if either of Shell or the Depositary reasonably believes that the transfer or delivery of Shell Shares from the Depositary to or at the direction of ARC Shareholders pursuant to Section 3.1(b)(i) of the Plan of Arrangement would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to certain of the exceptions set out in Section 3.7(b) of the Plan of Arrangement, the Depositary shall notify the relevant former ARC Shareholder of such fact (with reasonably sufficient detail as to the reason for such belief). In that case, the Depositary shall not be required to so transfer or deliver such Shell Consideration Shares until the Depositary receives from the relevant former ARC Shareholder: (i) such documentation or evidence reasonably satisfactory to Shell or the Depositary (as applicable) that no such Stamp Taxes will arise on such transfer or delivery; (ii) sufficient funds (in Shell's or the Depositary's (as applicable) reasonable opinion) to pay any such Stamp Taxes as will arise on such transfer or delivery; or (iii) details of an alternative CREST account or person to whom such Shell Consideration Shares are to be delivered (such that Shell or the Depositary (as applicable) no longer reasonably believes that the relevant transfer or delivery would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to the relevant exceptions set out in Section 3.7(b) of the Plan of Arrangement).

Under no circumstances will interest accrue or be paid by Shell, Shell Canada, ARC or the Depositary in respect of the cash portion of any Consideration (and any cash in lieu of fractional Shell Consideration Shares or the net cash proceeds of the sale of any Shell Consideration Shares, as applicable), regardless of any delay in making such payment. **The method used to deliver the Letter of Transmittal and any accompanying certificate(s) representing the ARC Shares, if applicable, and any other required documents is at the option and risk of the holder depositing the same, and delivery will be deemed effective only when such documents are actually received by the**

Depository. It is recommended that all necessary documentation be hand delivered to the Depository, and a receipt obtained therefor. If the documents are mailed, the use of registered mail, with an acknowledgment of receipt requested, and with proper insurance obtained, is recommended.

The Depository will receive reasonable and customary compensation from ARC 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*", "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders*" and "*The Arrangement – Stamp Taxes*" for further detail.

Risk Factors

Before ARC Shareholders make a decision on the Arrangement Resolution, ARC 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 Shell which are specifically incorporated by reference in, and form an integral part of, this Circular, including as described under "*About this Report*" and "*Risk factors and risk management*" in the Shell Annual Report, which is available under Shell's EDGAR profile at www.sec.gov, and under "*Risk Factors*" in the ARC Annual MD&A, which is available on ARC's website at www.arcresources.com and under ARC'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 Shell Shares following the consummation of the Arrangement will be subject to all risks inherent in the business of Shell in addition to certain of the risks relating to ARC. The market value of the Shell Shares will reflect the performance of the business relative to, among other things, that of the competitors of Shell 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, ARC's future business and operations could be harmed;
- the trading price of ARC Shares may be materially adversely affected;
- ARC may be required to pay the ARC Termination Damages Payment or the ARC Expense Reimbursement Damages Payment;
- ARC expects to incur costs associated with the Arrangement; and
- the pending Arrangement may divert the attention of ARC's management.

Risks associated with the Arrangement:

- the Consideration is fixed and will not be adjusted in the event of any change in either ARC's or Shell's respective share prices;
- ARC Shareholders will experience a reduced ownership percentage and voting power in Shell;
- the Shell Shares to be issued to ARC Shareholders in connection with the Arrangement may not be listed and posted for trading on the LSE in a timely manner, or at all;
- tax Laws may result in adverse circumstances for ARC Shareholders;
- future dividends on Shell Shares are uncertain;
- the market value of the Shell Shares may decline;
- Shell may not realize the anticipated benefits of the Arrangement and the integration of ARC and Shell may not occur as planned;
- completion of the Arrangement may trigger change in control or other provisions in certain agreements to which ARC is a party;
- there may be potential undisclosed liabilities associated with the Arrangement;
- increased indebtedness of Shell;
- the credit ratings of Shell will be subject to ongoing evaluation;

- risks related to the application and interpretation of income tax Laws and the tax consequences applicable to ARC Shareholders and Shell as a result of the Arrangement;
- risk that Shell Shares to be received by ARC Shareholders as a result of the Arrangement will have different rights from the ARC Shares; and
- ARC's reserves and production information has been prepared in accordance with Canadian disclosure standards which differ from Shell's reserves and production information which has been prepared in accordance with U.S. Standards.

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

- the Arrangement Agreement may be terminated in certain circumstances;
- the Arrangement may not be completed if a number of ARC Shareholders exercise Dissent Rights;
- ARC and Shell 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 ARC Meeting, the Final Order and the anticipated Effective Date may be changed or delayed; and
- ARC and Shell 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 ARC Termination Damages Payment and the ARC Expense Reimbursement Damages Payment may discourage other parties from making an Acquisition Proposal;
- the financial position, business and assets of ARC and/or Shell may be significantly and adversely affected before the completion of the Arrangement;
- while the Arrangement is pending, ARC and Shell 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, each of ARC and Shell 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, with respect to ARC, see "Risk Factors" in the ARC Annual MD&A, which is available on ARC's website at www.arcresources.com and SEDAR+ issuer profile at www.sedarplus.ca and, with respect to Shell, see "About this Report" and "Risk factors and risk management" in the Shell Annual Report, which is available under Shell's issuer profile on EDGAR at www.sec.gov.

THE ARRANGEMENT

General

On April 27, 2026, ARC entered into the Arrangement Agreement with Shell and Shell Canada, pursuant to which Shell Canada agreed to acquire, directly or indirectly, all of the outstanding ARC Shares. The Arrangement will be implemented by way of a plan of arrangement in accordance with the ABCA and is subject to approval by the ARC Shareholders and the Court.

If the Arrangement is completed, each ARC Shareholder (other than Dissenting ARC Shareholders) will transfer their ARC Shares to AcquisitionCo in the manner set forth in the Plan of Arrangement and will be entitled to receive the Consideration for each ARC Share held of: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement. An ARC Shareholder that is an Ineligible Foreign Holder will not receive Shell Consideration Shares; instead, such shares will be delivered to the Nominee for sale for the benefit of, and as agent and nominee for, such former ARC Shareholder, with the applicable net proceeds (together with the Cash Consideration) remitted to the holder, in full satisfaction of the holder's right to receive Share Consideration under the Arrangement. Registered ARC Shareholders who are not Ineligible Foreign Holders and who do not wish to receive Shell Consideration Shares may choose to exercise the Liquidity Option. See "*The Arrangement – Arrangement Steps*", "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders*" and see "*The Arrangement – Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders – Liquidity Option*" in the body of this Circular.

As of the Record Date (being June 1, 2026), there were 566,464,304 ARC Shares issued and outstanding (on a non-diluted basis) and as of May 31, 2026, there were 5,586,155,889 Shell Shares issued and outstanding (on a non-diluted basis). Assuming that there are no Dissenting ARC Shareholders and no Ineligible Foreign Holders, it is expected that approximately 227,984,888 Shell Shares will be issued to ARC Shareholders pursuant to the Arrangement. Immediately after completion of the Arrangement, it is expected that existing Shell Shareholders will own approximately 96.1% and the former ARC Shareholders will own approximately 3.9% of the Shell Shares. Shell has advised ARC 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 Amending Agreement, which is included in Appendix B to this Circular.

Commencing at the Effective Time, except as otherwise expressly noted in the Plan of Arrangement, each of the following events shall occur and shall be deemed to occur in the following order, without any further authorization, act or formality by any Person:

- (a) *Dissenting ARC Shares for Fair Value:* Subject to section 4.1 of the Plan of Arrangement, each issued and outstanding Dissenting ARC Share held by a Dissenting ARC Shareholder described in section 4.1(a)(i) of the Plan of Arrangement shall be transferred to and acquired by AcquisitionCo solely in exchange for, subject to any withholding Taxes in accordance with section 3.6 of the Plan of Arrangement, a debt claim against AcquisitionCo for an amount determined in accordance with section 4.1 of the Plan of Arrangement, and:
 - (i) each such Dissenting ARC Shareholder shall cease to be the holder of each such Dissenting ARC Share and to have any rights as a holder of each such Dissenting ARC Share other than a claim against AcquisitionCo for an amount determined in accordance with such Dissenting ARC Shareholder's Dissent Rights; and
 - (ii) AcquisitionCo shall be the legal and beneficial owner of each such Dissenting ARC Share acquired by AcquisitionCo.

- (b) *Exchange of ARC Shares for Consideration:* Immediately after the above, each issued and outstanding ARC Share held by an ARC Shareholder (other than, for greater certainty, Dissenting ARC Shares held by a Dissenting ARC Shareholder), shall be transferred by the relevant ARC Shareholder of such ARC Shares to, and acquired by, AcquisitionCo solely in exchange for (x) the allotment and issuance by Shell, in satisfaction of AcquisitionCo's obligation to deliver (or cause to be delivered) the Share Consideration, of the Share Consideration and (y) the payment by, or on behalf of, AcquisitionCo of the Cash Consideration in respect of each such ARC Share held by such ARC Shareholder immediately prior to the Effective Time payable to such ARC Shareholder in accordance with the instructions provided in such ARC Shareholder's Letter of Transmittal, subject to certain restrictions set out in Sections 3.3 and 3.6 of the Plan of Arrangement, and:
- (i) each ARC Shareholder that is not an Ineligible Foreign Holder shall cease to be the holder of each such ARC Share and to have any rights as a holder of each such ARC Share other than the right to the allotment and issue of the Shell Consideration Shares and payment of the aggregate Cash Consideration to which such ARC Shareholder is entitled (and such ARC Shareholder shall be the beneficial owner of such Shell Consideration Shares issued to such ARC Shareholder or to the Depositary on their behalf (as applicable)) and the other rights as set out in the Plan of Arrangement;
 - (ii) each ARC Shareholder that is an Ineligible Foreign Holder shall cease to be the holder of each such ARC Share and to have any rights as a holder of each such ARC Share other than the right to the net proceeds of the sale of the Shell Consideration Shares to which such holder would otherwise be entitled, by the Nominee for the benefit of, and as agent and nominee for, such Ineligible Foreign Holder in accordance with the Plan of Arrangement (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs from such proceeds and as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Nominee) and payment of the aggregate Cash Consideration to which such ARC Shareholder is entitled; and
 - (iii) AcquisitionCo shall be the legal and beneficial owner of each such ARC Share acquired by AcquisitionCo.
- (c) *Securities Registers.* Following the foregoing steps, on the Effective Date, each of ARC and Shell shall make the appropriate entries in its applicable securities registers.
- (d) For greater certainty, none of the foregoing steps shall occur unless all of the foregoing steps occur.

Background to the Arrangement

The terms of the Arrangement and Arrangement Agreement are the result of arm's length negotiations between representatives of Shell and ARC. The following is a summary of the material events leading up to the negotiation and signing of the Original Arrangement Agreement and the public announcement of the execution of the Original Arrangement Agreement.

ARC management and the ARC Board regularly review ARC's business plan and strategy to enhance ARC's value. They allocate time at each quarterly ARC Board meeting to discuss ARC's strategic objectives, capital allocation options, ARC's intrinsic value under various scenarios, discount rates, pricing, and commercial activities available to ARC with the intent of leveraging ARC's core competencies and strong positioning. As part of that work, ARC considers from time-to-time potential strategic transactions with other industry participants and opportunities to better realize the potential of ARC's assets, support ARC's overall industry position, and enhance shareholder value. These reviews at various times have included an assessment of Shell's Canadian and global businesses, and the potential synergies and benefits of a strategic transaction between the two companies. No confidentiality agreement or proposal for any such transactions were ever advanced by, or received by, ARC prior to the events described below.

Starting on February 28, 2026, global events focused in the Middle East created oil supply shortages and uncertainty in the energy markets.

On March 6, 2026, Wael Sawan, Chief Executive Officer of Shell, called Harold N. Kvisle, Board Chair of ARC, to discuss a potential transaction. Mr. Sawan told Mr. Kvisle that Shell had been working on its evaluation of ARC and the terms of its proposal for an extended period of time, and determined not to delay notwithstanding recent external events affecting the industry. He outlined the terms of the proposal, which Mr. Kvisle said he would take to the ARC Board. Immediately after the call, Shell sent a written proposal letter reflecting those terms. The letter proposed the acquisition of all issued and outstanding ARC Shares at \$28.50 per fully diluted ARC Share paid 75% in Shell Shares and 25% in cash (the "**First Shell Offer**"). That price reflected a 10% premium to ARC's March 5, 2026 closing price on the TSX, and an 18% premium to the 20-day volume weighted average trading price. The letter also stated Shell's intention to welcome ARC's employees into the Shell organization.

Commencing on March 6, 2026, Mr. Kvisle met on several occasions with members of the ARC Board, ARC's senior management and representatives of BD&P, legal counsel to ARC, to consider and discuss the proposed transaction, the strategic rationale for a transaction with Shell, and ARC's potential response strategies to the First Shell Offer.

On March 13, 2026, Mr. Kvisle and Mr. Sawan spoke by telephone. Mr. Kvisle said he believed a transaction between ARC and Shell could produce significant synergies given ARC's top-tier Montney assets and Shell's global natural gas business. He also discussed the current volatility in commodity prices caused by geopolitical issues, the state of the Canadian energy macroeconomic environment, ARC's decision to remove guidance for its Attachie, British Columbia assets in order to give ARC the opportunity to complete additional technical work before sanctioning the next phase of its development, and the collective implications relative to ARC's then-current equity market valuation. Mr. Kvisle and Mr. Sawan discussed several aspects of the proposed transaction, including: (i) the strength of ARC's operating and execution capabilities and the contribution ARC's team could be expected to make to Shell's business in Western Canada; (ii) whether ARC Shareholders would be receptive to the First Shell Offer and the consideration consisting of 75% Shell Shares and 25% cash; and (iii) the tax consequences for ARC Shareholders of receiving Shell Shares and dividends on those shares after closing. Mr. Kvisle informed Mr. Sawan that the ARC Board would need a high degree of confidence that ARC Shareholders would support the proposed transaction before recommending it, and, in his view, the First Shell Offer of \$28.50 per ARC Share was unlikely to provide that confidence. Mr. Kvisle offered that sharing certain high-level confidential information about ARC with Shell could facilitate further price negotiations, and that he was prepared to seek authority from the ARC Board to provide such information sharing once ARC and Shell had signed a confidentiality and standstill agreement acceptable to both companies.

On March 20, 2026, the ARC Board met to discuss the First Shell Offer. Mr. Kvisle led the ARC Board in a discussion of the proposal, his conversations with Mr. Sawan on March 6 and 13, 2026 and his related discussions to date with members of the ARC Board, ARC's senior management and ARC's legal advisors. Grant Zawalsky, Corporate Secretary of ARC and a senior partner with BD&P, reviewed with the ARC Board their fiduciary duties with respect to its evaluation of the proposed transaction. The ARC Board also discussed with ARC management and representatives of BD&P considerations relating to contacting other potential transaction counterparties and preliminarily determined that any such outreach was subject to risks, particularly in terms of confidentiality and the possibility of losing the opportunity to transact with Shell on attractive terms, that would likely outweigh any potential benefits.

Following discussion, the ARC Board authorized ARC to enter into a confidentiality agreement with Shell, retain RBC Capital Markets as financial advisor for the proposed transaction, and authorized ARC management to provide a high-level presentation to Shell in order to assess its interest in pursuing a transaction.

Following that meeting, ARC and Shell signed the confidentiality agreement, which included a one-year standstill provision restricting the activities of Shell with customary early termination provisions in the case of a third-party competing transaction.

From March 20 to April 26, 2026, the ARC Board and the Special Committee met *in camera* without representatives of ARC management and advisors present, other than Mr. Zawalsky. Those *in camera* sessions were in addition to various meetings and discussions between members of the ARC Board outside of formal board meetings concerning the proposed transaction and alternatives available to ARC.

On March 26, 2026, representatives from ARC and Shell met in Houston, Texas for the purpose of providing Shell with a management presentation on ARC's business and operations, and how ARC's business would complement Shell's Canadian and global portfolio.

On March 30, 2026, the ARC Board received an update from ARC management regarding the presentation to Shell on March 26, 2026 and Shell's stated areas of focus for valuation purposes. The ARC Board also discussed the governance of the process to evaluate Shell's proposal and the formation of a special committee of the ARC Board. On Mr. Kvisle's recommendation and following discussion, the ARC Board authorized Michael R. Culbert, an independent director of ARC, to engage with Shell on the proposed transaction.

Later in the day on March 30, 2026, Mr. Culbert, and Terry Anderson, President and Chief Executive Officer of ARC, met by video conference with Mr. Sawan and Thomas Stokes, Head of Corporate M&A and Finance for Global Upstream and LNG of Shell and discussed relative price range expectations. Mr. Anderson emphasized that to proceed with discussions on a bilateral basis, the transaction consideration would need to be sufficiently compelling for the ARC Board and ARC Shareholders to support it. Mr. Culbert reiterated the meaningful synergy potential and strategic fit that was unique to Shell as an acquiror as an important driver of value. Each party acknowledged its responsibilities to its Board of Directors and shareholders, and the importance of achieving a mutually beneficial outcome. The parties then discussed the next phase of Shell's due diligence process and its key focus areas to finalize its valuation of ARC.

From March 30, 2026 to April 26, 2026, Mr. Culbert met on several occasions with members of the ARC Board, ARC's senior management and representatives of BD&P and RBC Capital Markets, to consider and discuss the proposed transaction, the strategic rationale for the transaction, and ARC's response strategies to Shell's proposals.

On April 3, 2026, ARC and Shell amended the confidentiality agreement to facilitate the review and evaluation of certain confidential information of ARC.

On April 7, 2026, the ARC Board met and received an update on Shell's due diligence and ongoing information requests. At the meeting, ARC management together with RBC Capital Markets, presented financial analyses, including base case and accelerated development scenarios for ARC. Following discussion, the ARC Board authorized the formation of the Special Committee consisting of Mr. Culbert (as Chair), M. Jacqueline Sheppard and Marty L. Proctor with Mr. Kvisle as an *ex officio* member, each of whom the ARC Board determined was independent of ARC management and Shell, to oversee the evaluation of the proposed transaction and any strategic alternatives and to make recommendations to the ARC Board.

Later that day, Messrs. Culbert, Anderson, Sawan and Stokes met again. They discussed Shell's progress on due diligence, the proposed timing of a transaction, and the potential synergies and benefits of a transaction between ARC and Shell.

On April 8, 2026, representatives of Osler, Hoskin & Harcourt, legal counsel to Shell, sent drafts of the proposed arrangement agreement, plan of arrangement and form of support agreement to representatives of BD&P.

On April 9, 2026, the Special Committee met with ARC management, BD&P and RBC Capital Markets to receive an update from Mr. Culbert on his discussions with Shell's representatives. ARC's management and advisors then reviewed Shell's due diligence progress, high-level terms of the preliminary transaction documentation, including conditions, termination fee provisions and consideration. ARC management and RBC Capital Markets then provided their views on ARC's fundamental value, the potential synergies available to Shell through a combination and other transaction considerations.

On April 10, 2026, Messrs. Culbert and Sawan met by video conference. They discussed Shell's valuation of ARC and the potential synergies and benefits of the proposed transaction. They also discussed the potential impact of the transaction on ARC's people, ARC's culture, ARC's relationships in the communities in which ARC operates, and the Indigenous groups affected by ARC's operations. Mr. Culbert reiterated the point made on March 30, 2026 that to proceed on a bilateral basis, the consideration would need to be sufficiently compelling for the ARC Board and ARC Shareholders to support it and noted the meaningful synergies uniquely available to Shell, and requested an updated written proposal from Shell.

On April 11 and 12, 2026, the Special Committee met with representatives of BD&P and RBC Capital Markets to discuss developments in the discussions with Shell, including preliminary valuation indications, which the Special Committee understood to be below \$35 per share. The Special Committee considered potential courses of action, including continuing negotiations, seeking a formal written proposal, pursuing a broader market process and remaining an independent public company. Following the discussion, the Special Committee decided to request that Shell provide a written proposal addressing key terms, including price, termination fee and certain other material provisions, which Mr. Culbert did.

Later in the day on April 12, 2026, Messrs. Culbert and Sawan met by video conference. Mr. Sawan presented an update on Shell's due diligence process and the basis on which Shell was valuing the transaction, including the synergies supporting the premium contemplated in the First Shell Offer. Immediately after the meeting, Shell sent a letter to ARC contemplating, among other things, the acquisition of all issued and outstanding ARC Shares for \$32.00 per fully diluted ARC Share, paid 75% in Shell Shares and 25% cash (the "**Second Shell Offer**").

On April 13, 2026, the Special Committee met with ARC senior management, BD&P and RBC Capital Markets to review updated financial analyses prepared by RBC Capital Markets in consultation with ARC's management, including precedent transaction premiums and sensitivity analyses. RBC Capital Markets advised that the number of potential alternative counterparties capable of offering comparable or higher value than Shell was limited, noting that Shell's anticipated synergies could support a higher valuation than other potential acquirors. ARC management then updated the Special Committee on the status of the Attachie development, the associated risks, and the steps which need to be taken before further development could be undertaken and timing of those activities.

On April 14, 2026, the ARC Board met and received an update on the Special Committee's activities, ongoing discussions with Shell and the committee's recommended response strategy to the Second Shell Offer. RBC Capital Markets presented its financial analyses and views on the proposed transaction. The ARC Board revisited its prior discussion during its March 26, 2026 meeting concerning the potential benefits and risks of contacting other potential transaction counterparties. The ARC Board, ARC management and representatives of RBC Capital Markets discussed the prospects of potential alternative counterparties offering comparable or higher value than Shell. RBC Capital Markets reiterated its advice given to the Special Committee on April 13, 2026 that the number of potential alternative counterparties capable of offering comparable or higher value than Shell was limited. The ARC Board discussed certain available alternatives, including continuing negotiations with Shell or initiating a broader market process, and confirmed its prior view that it would not be in the best interests of ARC to initiate such process.

On April 16, 2026, the ARC Board met and further reviewed the financial analyses, trading dynamics of the ARC Shares relative to the Shell Shares and potential negotiation strategies, including ranges of acceptable value, pricing considerations and key transaction terms.

On April 17, 2026, Messrs. Culbert and Sawan met by video conference. They discussed the volatility in each company's share price, options for fixing the exchange ratio, the sharing of synergies supporting the value, and what each party would need in order to obtain the support of their boards for a transaction.

On April 20, 2026, Messrs. Culbert and Sawan met again by video conference. Mr. Sawan outlined an updated Shell proposal to acquire all issued and outstanding ARC Shares for \$8.15 cash and 0.38614 Shell Shares per fully diluted ARC Share which implied total consideration of \$32.60 per fully diluted ARC Share paid 75% in Shell Shares and 25% in cash (the "**Third Shell Offer**").

Later that day, the Special Committee met and reviewed the revised proposal from Shell with the assistance of ARC's financial and legal advisors.

On April 21, 2026, the ARC Board met and reviewed the Third Shell Offer and the status of the negotiations. Following the discussion, the ARC Board authorized the Special Committee to continue negotiations with Shell for a price of approximately \$33.00 (based on a short volume-weighted average price) paid 75% in Shell Shares and 25% in cash, and a termination fee of approximately \$500 million (representing approximately 2.7% of the equity value of the transaction on the terms proposed by ARC) and to advance the open issues under the draft definitive agreements for the proposed transaction. Later that day, the Special Committee met and confirmed its negotiation position with Shell

consistent with the ARC Board's authorization, whereafter Mr. Culbert wrote to Shell setting out the terms under which the ARC Board would support the transaction.

On April 23, 2026, the Special Committee met with representatives of ARC management and BD&P to review and consider certain proposals regarding the treatment of ARC's employees under the proposed transaction and following closing.

Later that day, Messrs. Culbert and Sawan met by video conference to discuss the Third Shell Offer. They discussed the key terms that remained open, including the cash consideration per share, share exchange ratio, the termination fee payable by ARC in certain circumstances, and certain employee matters. Mr. Sawan said he would consult the Shell Board of Directors before responding. Both agreed they would likely either reach an agreement on the outstanding issues within the following 48 hours or terminate discussions. Mr. Culbert updated the other members of the Special Committee and representatives of BD&P and RBC Capital Markets following his discussion with Mr. Sawan.

On April 25, 2026, Messrs. Sawan and Culbert met again by video conference to discuss the outstanding issues. After the meeting, Shell sent ARC a letter containing an updated proposal to acquire all issued and outstanding ARC Shares for \$8.20 cash and 0.40247 Shell Shares which implied total consideration of \$32.80 per fully diluted ARC Share (based upon the closing price of Shell Shares on the LSE and the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada as of April 24, 2026) (the "**Final Shell Offer**"). The Final Shell Offer reflected a 27% premium to ARC's April 24, 2026 closing price on the TSX, and a 15% increase over the First Shell Offer.

On April 25, 2026, the Special Committee met to review the Final Shell Offer. The Special Committee, together with ARC's legal and financial advisors, reviewed and discussed that proposal and the remaining issues outstanding under the proposed transaction agreements and provided instructions to ARC management and advisors regarding finalization of those agreements.

On April 26, 2026, the Special Committee and ARC Board met with members of ARC's management and representatives of BD&P and RBC Capital Markets to consider the proposed final terms of the Arrangement Agreement. ARC's management and advisors then discussed the resolution of the open matters presented at the April 25 meeting of the ARC Board and recommendations for finalizing those matters, which the ARC Board supported. A representative of RBC Capital Markets then rendered to the ARC Board RBC Capital Markets' oral opinion, subsequently reconfirmed on April 27, 2026 and then confirmed in writing, that, as of April 27, 2026 and subject to certain assumptions, limitations, qualifications and other matters stated in such opinion, the Consideration to be received by the ARC Shareholders pursuant to the Arrangement was fair from a financial point of view to the ARC Shareholders, as more fully described in the section entitled "*The Arrangement – Financial Advisor and Fairness Opinion*" or in its entirety in Appendix D to this Circular. Following discussion of the proposed transaction by the ARC Board, representatives of ARC's management and advisors (other than Mr. Anderson and Mr. Zawalsky) were excused from the meeting, and the members of the Special Committee and ARC Board held an *in camera* session. Mr. Zawalsky then addressed questions and comments of the members of the Special Committee and ARC Board in connection with the proposed transaction. Following discussion, the Special Committee unanimously recommended to the ARC Board, among other things, that it (i) determine that the Arrangement and the entry into the Arrangement Agreement are in the best interests of ARC, (ii) determine that the Arrangement is fair to ARC Shareholders, (iii) approve the Arrangement Agreement and the transactions contemplated by it, and (iv) resolve to recommend that the ARC Shareholders vote in favour of the Arrangement Resolution. Following discussion, the ARC Board unanimously (i) determined that the Arrangement and entry into the Arrangement Agreement by ARC are in the best interests of ARC, (ii) determined that the Arrangement is fair to ARC Shareholders, (iii) approved the Arrangement Agreement and the transactions contemplated by it, and (iv) resolved to recommend that ARC Shareholders vote in favour of the Arrangement Resolution.

Throughout the day on April 26, 2026, and into the early morning of April 27, ARC, Shell and their respective legal and financial advisors, continued to exchange drafts of the definitive agreements and met several times to negotiate and finalize the open items in the Original Arrangement Agreement, including ARC's right to postpone the ARC shareholder meeting in certain circumstances, the termination fee payable by ARC and certain employee matters.

Prior to the opening of trading on the TSX on April 27, 2026, ARC, Shell and Shell Canada executed the Original Arrangement Agreement and each of ARC and Shell issued press releases announcing the Transaction.

Subsequent Events

On June 6, 2026, Shell, Shell Canada and ARC executed the Amending Agreement, which amended the Original Arrangement Agreement and is included in Appendix B to this Circular.

On June 9, 2026, the Court granted the Interim Order, a copy of which is attached as Appendix C to this Circular.

Recommendation of the Special Committee

The Special Committee, after consultation with management of the Corporation, RBC Capital Markets, the Corporation's legal advisors, and after having taken into consideration such matters as it considered relevant, including the 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 ARC Shareholders and is in the best interests of the Corporation and unanimously resolved to recommend to the ARC 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 ARC Shareholders; (iii) approve the Arrangement Agreement and the transactions contemplated thereby; and (iv) recommend that the ARC Shareholders vote in favour of the Arrangement Resolution.

Recommendation of the ARC Board

The ARC Board, after consulting with RBC Capital Markets and the Corporation's legal advisors, and after careful consideration of, among other things, the Fairness Opinion and the recommendation of the Special Committee, has unanimously determined that the Arrangement is in the best interests of ARC and that the Arrangement is fair to the ARC Shareholders. Accordingly, the ARC Board unanimously: (i) determined that the Arrangement and the entry into the Arrangement Agreement are in the best interests of ARC; (ii) determined that the Arrangement is fair to ARC Shareholders; (iii) approved the Arrangement Agreement and the transactions contemplated thereby; and (iv) resolved to recommend that ARC Shareholders vote in favour of the Arrangement Resolution.

Reasons for the Arrangement

In unanimously determining that the Arrangement is in the best interests of ARC and is fair to ARC Shareholders, and in recommending that ARC Shareholders vote in favour of the Arrangement Resolution, the ARC Board considered and relied upon several factors, including the following:

Immediate and Compelling Financial Benefits for ARC Shareholders

- *Attractive Premium and Value:* The Consideration of \$32.80 per ARC Share (based upon the closing price of Shell Shares on the LSE and the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada as of April 24, 2026) represents a 27% premium to the closing price of the ARC Shares on the TSX on April 24, 2026, the last trading day before the Arrangement was announced, and a meaningful premium to the 20-day and 30-day volume-weighted average trading prices before such date.
- *Optionality to Retain Meaningful Equity Exposure or Monetize Highly Liquid Shares:* The Consideration mix allows ARC Shareholders to gain equity exposure to an integrated global energy platform through Shell Shares which represent 75% of the Consideration, or to monetize some or all of these highly liquid shares in the open market.

Shareholder Returns and Improved Cost of Capital

- *Shell's Commitment to Shareholder Returns:* ARC Shareholders receiving Shell Shares will benefit from Shell's commitment to returning 40 to 50% of cash flow from operations to its shareholders through a 4% progressive dividend and share buybacks. The buybacks announced with Shell's Q1 2026 quarterly results

on May 7, 2026 were the 18th consecutive quarter of share buybacks of at least US\$3 billion and the announced Q1 2026 quarterly interim dividend amounted to US\$0.3906 per Shell Share.

- *Improved Cost of Capital and Reduced Cash Flow Volatility:* Shell's strong investment grade credit ratings and diversified global portfolio are expected to reduce cash flow volatility, improve access to global markets, and reduce exposure to in-basin pricing. Through ownership of Shell Shares, ARC Shareholders will benefit from Shell's lower cost of capital, broader market access, and greater financial resilience through commodity and economic cycles.

Strategic Rationale for the Arrangement

- *De-Risks and Accelerates Value Realization:* The ARC Board believes the Consideration realizes premium value for ARC's long-duration Montney asset base, in particular recognizing the long-term resource potential of Attachie. In addition, the Consideration reflects long-term commodity prices in line with or above mid-cycle levels and meaningfully above long-term futures prices as of the date of the Arrangement Agreement.
- *Unlocks and Advances LNG-Related Value Through Shell's Global Integrated Gas Platform:* The Consideration reflects accelerated value for ARC's undeveloped natural gas properties adjacent to Shell's operations which are connected to LNG Canada. The Arrangement provides opportunity to realize additional value through Shell's global natural gas value chain that includes LNG Canada Phase 1, in which Shell holds a 40% interest, and the potential LNG Canada Phase 2 project, which is subject to a final investment decision.

Commitment to ARC's People, Communities and Stakeholders

- *Aligned Priorities of Responsible Development, Operational Excellence and Safety:* Both Shell and ARC have complementary core values and operating philosophies that create alignment for employees and external stakeholders. Through strong environmental, social and governance practices, both companies consistently demonstrate their commitment to responsible development. This includes a strong safety culture that prioritizes people and operational excellence.
- *Opportunities for ARC Employees:* Shell has indicated it intends to maintain a significant operational presence in Western Canada and integrate ARC's people into its Canadian operations. The ARC Board believes Shell's global scale and ongoing investment in employee development will benefit ARC's workforce and provide enhanced opportunities for professional growth and development.
- *Positive Impact on Communities, Indigenous Peoples and Stakeholders:* ARC and Shell have each demonstrated a longstanding commitment to supporting the communities in which they operate. Both companies have established community investment programs and partnerships that support local initiatives, address social priorities, and foster strong relationships with community stakeholders. The ARC Board believes that Shell's presence will provide sustained long-term investment that will deliver enduring economic benefits in its operating communities and support long-term social investments that benefit the region and local Indigenous communities.

Superior to Other Alternatives Potentially Available to ARC

In evaluating the Arrangement, the Special Committee and the ARC Board considered among other things, continuing as an independent publicly traded company and potential alternative strategic transactions with counterparties other than Shell, and the risks and benefits associated with each, and the impact of the Arrangement on affected stakeholders of ARC.

In determining that the Arrangement is in the best interests of ARC given the possible alternatives, the Special Committee and the ARC Board viewed the following as key considerations:

- *The Arrangement is Superior to Continuing as an Independent, Standalone Company and to Other Available Alternatives:* After detailed consideration of the opportunities and risks of the various strategic alternatives reasonably available to ARC — including the transaction with Shell, other potentially available strategic transactions (such as an acquisition of ARC by another industry participant of sufficient size to execute such

a transaction) and continuing as an independent, publicly traded company on a standalone basis — the ARC Board weighed and balanced the relative benefits and risks of each alternative and determined that entering into the Arrangement Agreement with Shell is in the best interests of ARC. In particular, the ARC Board determined that, in light of the compelling value proposition of the Shell transaction, the Arrangement provides a superior path to creating, sustaining, and enhancing shareholder value from the ARC assets on a short-, intermediate-, and long-term basis while mitigating downside risk to ARC's portfolio of assets and business, as compared to continuing ARC as a standalone company or pursuing the other alternatives considered, having regard to the factors described in this "*Reasons for the Arrangement*" and under "*Risk Factors*" in this Circular.

- *Limited number of counterparties who could potentially acquire ARC:* After considering the circumstances of the limited number of counterparties who could potentially acquire ARC, including oil and gas companies both smaller and larger size than Shell, none was considered likely to be willing or able to offer more attractive value on a risk-adjusted basis to ARC Shareholders than Shell due to, among other factors, the Consideration offered by Shell, and execution risk inherent in such other companies' ability to complete a potential acquisition of ARC, including the likely need for the counterparty to obtain external financing and/or a vote from their shareholders (depending on the potential counterparty), and potential delays in obtaining the necessary regulatory approvals for such a transaction.
- *Ability to Capture and Provide Value for Synergies:* The ARC Board believes Shell is best positioned to capture the synergies from ARC's asset base and that this value is reflected in the Consideration. Shell expects to realize run-rate synergies of more than US\$250 million annually within one year of the Effective Date with potential upside. ARC Shareholders who retain Shell Shares will have the opportunity to participate in that value creation.
- *Financial Capacity and Timing:* The ARC Board considered Shell's financial capacity and its ability to complete the Arrangement within a reasonable timeframe, minimizing disruption to ARC's business relative to other potential counterparties.
- *The ARC Board Believes Shell is Well-Positioned to Obtain the Key Regulatory Approvals:* While completion of the Arrangement remains subject to receipt of the ICA Approval and the other Key Regulatory Approvals, and there can be no assurance as to whether, when, or on what conditions such approvals will be obtained, the ARC Board believes that Shell is well-positioned to obtain the ICA Approval and other Key Regulatory Approvals on a timely basis for a number of reasons, including Shell's status as a UK-based investor, its lengthy operating history in Canada, its stated commitments in respect of employees, other stakeholders, and Indigenous communities, and the alignment of Shell's Canadian investment activities with the Government of Canada's stated objectives of growing Canada's liquefied natural gas sector, including Shell's interests in and support for LNG Canada.

Provisions in the Arrangement Agreement Provide Deal Certainty and Protections to ARC Shareholders While Maximizing ARC Shareholder Value

- *The Arrangement Agreement Includes Reasonable Terms and Conditions:* The ARC Board concluded that the terms and conditions of the Arrangement Agreement, including the parties' representations, warranties and covenants, and the circumstances under which the Arrangement Agreement may be terminated, are reasonable and fair to ARC. The ARC Board also reviewed and considered the conditions to the completion of the Arrangement, including the receipt of the Share Buyback Exemption Order, the ICA Approval and other Key Regulatory Approvals, which it believes are likely to be satisfied on a timely basis.
- *The Arrangement is Not Subject to a Financing Condition or Shell Shareholder Approval:* Shell's obligation to complete the Arrangement is not conditioned on its ability to obtain financing. Shell has a robust balance sheet and investment grade credit ratings, providing a high degree of certainty of its ability to fund the aggregate Cash Consideration. The ARC Board also noted that the completion of the Arrangement is not subject to any condition based upon Shell shareholder approval, which enhances the likelihood that the Arrangement will be completed.

- *The Arrangement Agreement Does Not Preclude an Acquisition Proposal:* Pursuant to the Arrangement Agreement, the ARC Board may in certain circumstances consider, accept, and enter into a definitive agreement for a Superior Proposal, subject to payment of the ARC Termination Damages Payment. The ARC Board believes the \$600 million, equal to about 3.2% of the implied equity value, is reasonable and unlikely to discourage credible alternative proposals.
- *Matching Rights:* The ARC Board considered Shell's right to match a Superior Proposal to be customary for transactions of this nature and an important inducement for Shell to enter into the Arrangement Agreement on the agreed terms.
- *Shareholder Approval Requirement:* At the ARC Meeting, ARC Shareholders will have an opportunity to vote on the Arrangement, which requires approval by not less than 66⅔% of the votes cast by ARC Shareholders present in person or represented by proxy at the meeting.
- *ARC Shareholders May Dissent:* Registered ARC Shareholders may, if they satisfy the applicable requirements, exercise Dissent Rights and receive fair value for their ARC Shares as determined by the Court. See "*Dissent Rights*."

In the course of its deliberations, the ARC Board also considered a variety of risks and other potentially negative factors, including those discussed under "*Risk Factors*" in this Circular.

The foregoing summary of the information and factors considered by the Special Committee and the ARC Board is not exhaustive of all the factors that were considered in arriving at the conclusions and recommendations of the Special Committee and the ARC Board to enter into the Arrangement Agreement. In view of the wide variety of factors considered in connection with the evaluation of the Arrangement and the complexity of these matters, the Special Committee and the ARC Board did not find it useful, and did not attempt, to quantify, rank or otherwise assign relative weights to the factors which were considered in reaching their conclusions and recommendations.

In addition, individual members of the Special Committee and the ARC Board may have given different weight to different factors. The conclusions and recommendations of the Special Committee and the ARC Board were made after consideration of all of the above-noted factors and in light of the knowledge of the members of the Special Committee and the ARC Board of the business, financial condition and prospects of ARC and were based upon the advice of the Special Committee's and ARC's respective financial and legal advisors. The Special Committee and the ARC Board recognized that there are risks associated with the Arrangement, including that some of the potential benefits set forth above may not be realized or that there may be significant costs associated with realizing such benefits. The Special Committee and the ARC Board believe that, overall, the anticipated benefits of the Arrangement to ARC Shareholders outweigh the risks and potential disadvantages, although there can be no assurance in this regard. See "*Risk Factors*."

THE ARC BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE ARRANGEMENT RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE ARC MEETING.

Financial Advisor and Fairness Opinion

Financial Advisor

RBC Capital Markets acted as the financial advisor to ARC.

Fairness Opinion

In connection with its evaluation of the Arrangement, the Special Committee and the ARC Board received and considered, among other things, the Fairness Opinion. Pursuant to the RBC Capital Markets Engagement Letter, RBC Capital Markets was retained to provide certain financial advisory services to the Corporation, the ARC Board and the Special Committee, including but not limited to, the potential preparation and provision of a fairness opinion to the Special Committee and the ARC Board.

At a meeting of the Special Committee and the ARC Board called to consider the Arrangement on April 26, 2026, RBC Capital Markets verbally delivered its opinion, which was subsequently reconfirmed in the morning of April 27, 2026 and then confirmed in writing, to the Special Committee and the ARC Board, that, as of the date thereof, and subject to certain assumptions, limitations, qualifications and other matters stated in the Fairness Opinion, the Consideration to be received by the ARC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the ARC Shareholders.

The full text of the 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 Fairness Opinion, is attached as Appendix D to this Circular.

The summary of the Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinion. The Fairness Opinion addresses the fairness, from a financial point of view, of the Consideration to be received by the ARC Shareholders pursuant to the Arrangement and does not address any other aspect of the Arrangement or any related transaction, including any legal, regulatory, accounting, technical or tax aspects of the Arrangement that may be relevant to ARC or the ARC Shareholders. RBC Capital Markets provided the Fairness Opinion to the Special Committee and the ARC Board for their exclusive use only in consideration of the Arrangement. The Fairness Opinion may not be relied upon by any other Person, for any other purpose, or in any other circumstance. The Fairness Opinion may not be summarized, published, reproduced, disseminated, quoted from or referred to, or used for any other purpose without prior written consent of RBC Capital Markets, which consent has been obtained for the purposes of its inclusion in this Circular. The Fairness Opinion is not, and should not be considered as, advice as to the price at which any of ARC's or Shell's securities may trade at any time. The Fairness Opinion does not address the relative merits of the Arrangement as compared to any other transactions or strategic alternatives that may be available to ARC, or ARC's underlying business decision to enter into the Arrangement Agreement and effect the Arrangement. The Fairness Opinion does not constitute a recommendation to any ARC Shareholder as to how such ARC Shareholder should act or vote in respect of the Arrangement or any other matter. In considering the fairness of the Consideration from a financial point of view, RBC Capital Markets considered the Arrangement from the perspective of the ARC Shareholders generally and did not consider the specific circumstances of any particular ARC Shareholder. The Fairness Opinion was one of a number of factors taken into consideration by the Special Committee and the ARC Board in making their unanimous determination that the Arrangement is fair to the ARC Shareholders and is in the best interests of ARC and to recommend that the ARC Shareholders accept the Arrangement.

RBC Capital Markets acts as a trader and dealer, both as principal and as agent, in major financial markets and as such has had, or may in the future have, positions in the securities of ARC and/or Shell or any of their respective associates or affiliates and, from time to time, has executed or may execute transactions in the securities of such companies or clients for which it received or may receive compensation. In addition, as an investment dealer, RBC Capital Markets conducts research on securities and may, in the ordinary course of its business, be expected to provide research reports and investment advice to its clients on investment matters, including in respect of the securities of ARC, Shell, any of their respective associates and affiliates, and/or the Arrangement. As of the date of the Fairness Opinion, there are no understandings, agreements or commitments between RBC Capital Markets and ARC or Shell with respect to future business dealings.

Neither RBC Capital Markets nor any of its affiliates or associates is an insider, associate or affiliate (as those terms are defined in the Securities Act) of ARC, Shell or Shell Canada. RBC Capital Markets has not been engaged to provide any financial advisory services nor has it participated in any financing involving ARC, Shell or Shell Canada, or any of their associates or affiliates, within the past two years, other than the services provided under the RBC Engagement Letter and as disclosed in the Fairness Opinion.

The terms of the RBC Capital Markets Engagement Letter provide that a fixed fee was payable to RBC Capital Markets on the earlier of the execution of the Arrangement Agreement and the delivery of the Fairness Opinion. RBC Capital Markets received such fee on the execution of the Arrangement Agreement (the "**Announcement Fee**") and will also receive certain fees for its advisory services under the RBC Capital Markets Engagement Letter, a substantial portion of which are contingent upon the completion of the Arrangement. The Announcement Fee will be credited against the fee payable upon completion of the Arrangement. In addition, ARC has agreed to indemnify RBC Capital

Markets in respect of certain liabilities that might arise in connection with its engagement and to reimburse RBC Capital Markets for certain out-of-pocket expenses in connection with its engagement.

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

ARC Support Agreements

On April 27, 2026, concurrently with the execution of the Original Arrangement Agreement, the ARC Supporting Shareholders who, as at June 1, 2026, collectively held approximately 1,516,424.37 ARC Shares representing approximately 0.27% of the outstanding ARC Shares, entered into the ARC Support Agreements with Shell.

The ARC Support Agreements set forth, among other things, the agreement of such ARC Supporting Shareholders: (i) to vote, or cause to be voted, all ARC Shares and other ARC securities held or controlled by such ARC Supporting Shareholder in favour of the Arrangement Resolution and any other resolutions or actions required in furtherance of completing the Arrangement; (ii) to vote such ARC securities against any resolution, transaction or other action that would reasonably be expected to frustrate, prevent, delay or nullify the Arrangement or the transactions contemplated by the Arrangement Agreement; (iii) not to grant any proxy, enter into any voting trust or similar arrangement, or transfer or dispose of any ARC securities (subject to limited permitted exceptions) prior to the earlier of the Effective Time and termination of such ARC Support Agreement; (iv) not to exercise any dissent, appraisal or similar rights in respect of the Arrangement; and (v) subject to certain customary fiduciary carve-outs, not to solicit, facilitate or participate in any discussions or negotiations regarding an alternative Acquisition Proposal.

Each ARC Support Agreement will terminate and be of no further force or effect upon the earliest to occur of: (i) the Effective Time; (ii) the termination of the ARC Support Agreement by the mutual written agreement of Shell and the ARC Supporting Shareholder party thereto; (iii) the Outside Date; or (iv) the termination of the Arrangement Agreement in accordance with its terms.

In addition, each ARC Supporting Shareholder may terminate its ARC Support Agreement upon written notice if the Arrangement Agreement is amended to reduce the amount of, or change the form of, the Consideration payable to such ARC Supporting Shareholder pursuant to the Arrangement.

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 Arrangement Resolution must be approved by not less than 66⅔% of the votes cast by ARC Shareholders present in person or represented by proxy at the ARC Meeting;
- (b) the Final Order shall have been granted in form and substance satisfactory to each of Shell and ARC, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to Shell or ARC, acting reasonably, on appeal or otherwise;
- (c) the Key Regulatory Approvals shall have been obtained and shall be in full force and effect;
- (d) the LSE having acknowledged in writing to Shell or its agent (and such acknowledgement not having been withdrawn) that LSE Admission will occur;
- (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, ARC 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 ARC BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE ARRANGEMENT RESOLUTION TO BE CONSIDERED AND VOTED UPON AT THE ARC MEETING.

Pursuant to the Interim Order, the Arrangement 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 ARC Shareholders present in person or represented by proxy at the ARC Meeting. If the Arrangement Resolution is not approved by the ARC 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 VIF, as applicable), if not expressly directed to the contrary in such form of proxy, to vote such proxy "FOR" the Arrangement Resolution set forth in Appendix A to this Circular.

Notwithstanding the foregoing, the Arrangement Resolution proposed for consideration by the ARC Shareholders authorizes the ARC Board, without further notice to or approval of ARC Shareholders, 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 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 Arrangement Resolution any time prior to the Effective Time. See Appendix A to this Circular for the full text of the Arrangement Resolution.

Court Approvals

Interim Order

On June 9, 2026, the Court granted the Interim Order facilitating the calling of the ARC Meeting and prescribing the conduct of the ARC 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 Arrangement Resolution by ARC Shareholders at the ARC Meeting in the manner required by the Interim Order, ARC will make an application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is scheduled for 10:00 a.m. (Mountain time) on July 15, 2026, or as soon thereafter as counsel may be heard, via video conference or, if necessary, at the Court of King's Bench of Alberta, Calgary Courts Centre, 601 – 5th Street S.W., Calgary, Alberta, Canada. Any ARC 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 ARC Shareholder or other interested party files with the Court and serves upon ARC on or before 5:00 p.m. (Mountain time) on July 7, 2026 (or the Business Day that is five (5) Business Days prior to the date of the ARC Meeting if it is not held on July 14, 2026), a notice of intention to appear setting out such ARC Shareholder's or interested party's address for service and indicating whether such ARC 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 ARC is required to be effected by service upon the solicitors

for ARC: 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 requirements under the U.S. Securities Act for the issuance of Shell Shares to ARC Shareholders, as provided by section 3(a)(10) thereof on the basis of the Final Order and pursuant to exemptions from registration under any Applicable U.S. Securities Laws.

Key Regulatory Approvals

The Arrangement Agreement provides that receipt of the Key Regulatory Approvals, which consist of the Competition Act Approval, the ICA Approval, the HSR Approval and the CTA Approval, 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 section 114 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 additional information is required for the Commissioner's assessment of the Notifiable Transaction (a "**Supplementary Information Request**"). If a Supplementary Information Request is issued, the waiting period is extended until 30 calendar days after compliance with such Supplementary Information Request, after which time the parties are entitled to complete the transaction provided that there is no order or application in effect prohibiting completion at the relevant time.

In addition to filing Notifications, parties may apply to the Commissioner for an Advanced Ruling Certificate under subsection 102(1) of the Competition Act in respect of the transaction or in the alternative, a No Action Letter. A Notifiable Transaction for which an Advanced Ruling Certificate or a No Action Letter has been issued is exempt from the notification requirements of Part IX of the Competition Act. The service standards for an Advanced Ruling Certificate request vary depending on whether the transaction is classified as "non complex" or "complex". For non-complex transactions the service standard period is 14 days and for complex transactions, the service standard period is 45 days.

The Commissioner may, upon application by the parties to a Notifiable Transaction, issue an Advanced Ruling Certificate where the Commissioner is satisfied that she 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 Advanced Ruling Certificate relates is substantially completed within one year after the Advanced Ruling Certificate is issued, the Commissioner cannot seek an order of the Tribunal 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 Advanced Ruling Certificate was issued. If an Advanced Ruling Certificate is not issued, the Commissioner may issue a No Action Letter confirming that the Commissioner does not, at that time, intend to make an application under section 92 of the Competition Act.

If the Commissioner is of the view that the transaction prevents or lessens, or is likely to prevent or lessen competition substantially, the Commissioner may apply to the Tribunal for a remedial order under section 92 of the Competition Act. The Commissioner may submit such application at any time before the transaction has been completed, within one year after a Notifiable Transaction has been substantially completed or within three years after the substantial completion of a non-Notifiable Transaction, in any case, provided that, subject to certain exceptions, the Commissioner has not issued an Advanced Ruling Certificate in respect of the transaction. 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 Commissioner may also apply to the Tribunal under sections 100 and 104 of the Competition Act for an interim order 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.

The Arrangement is a Notifiable Transaction for the purposes of Part IX of the Competition Act. Accordingly, completion of the Arrangement is subject to the condition that either: (a) the Commissioner shall have issued an Advanced Ruling Certificate; 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 Shell in writing, (ii) the Commissioner shall have issued a No Action Letter.

On May 29, 2026, ARC and Shell jointly requested that the Commissioner issue an Advanced Ruling Certificate 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. The Parties may elect to also file a Notification during the service standard period in accordance with the terms of the Arrangement Agreement.

ICA Approval

Under the ICA, the direct "acquisition of control" of a Canadian business by a non-Canadian investor that exceeds the prescribed financial threshold (the "**Reviewable Transaction**") is subject to pre-closing review and cannot be implemented unless the responsible Minister under the ICA has sent a notice to the investor that the Minister is satisfied, or is deemed to be satisfied, that the transaction is likely to be of "net benefit" to Canada (the "**Net Benefit Ruling**").

Under the ICA there is an initial 45-day review period, which may be unilaterally extended by the Minister for an additional 30 days, after which the Minister and the investor may agree to further extensions (the "**Review Period**").

In making a determination on whether to issue a Net Benefit Ruling, the Minister shall, where relevant to the Reviewable Transaction, consider the factors prescribed under section 20 of the ICA, which include, among other things: (i) the effect of the investment on the level and nature of economic activity in Canada (including the effect on employment, capital investment, resource processing, utilization of Canadian products and services and exports); (ii) the degree and significance of participation by Canadians in the acquired business and the industry of which the Canadian business forms a part; (iii) the effect of the investment on productivity, industrial efficiency, technological development, and product innovation and product variety in Canada; (iv) the effect of the investment on competition within an industry in Canada; (v) the compatibility of the investment with national and provincial industrial, economic, and cultural policies; and (vi) the contribution of the investment to Canada's ability to compete in world markets.

An applicant will typically be required to provide binding written undertakings in support of its application for a Net Benefit Ruling. If, within the Review Period, the Minister sends a notice that the investment is likely to be of net benefit to Canada pursuant to section 21(1) of the ICA, or, if the Minister does not send a notice within the applicable Review Period (including any unilateral or mutually agreed upon extension thereof) and is deemed to be satisfied that the investment is likely to be of net benefit to Canada pursuant to sections 21(9) or 22(4) of the ICA, the Net Benefit Ruling will have been obtained and the Reviewable Transaction may be completed.

However, if the Minister is not satisfied within the Review Period that a Reviewable Transaction is likely to be of net benefit to Canada, the Minister shall send a notice pursuant to section 23(1) of the ICA advising the investor of its right to make further representations and submit (additional) undertakings within 30 days from the date of such notice or any further period that may be agreed to by the Minister and the investor. Within a reasonable time after the expiry of the period for making representations and submitting undertakings, the Minister will send a notice to the applicant that either the Minister is satisfied that the investment is likely to be of net benefit to Canada, in which case a Net

Benefit Ruling will have been obtained, or confirming that the Minister is not satisfied that the investment is likely to be of net benefit to Canada. In the latter case, the Reviewable Transaction may not be implemented.

In addition, under Part IV.1 of the ICA, certain investments by non-Canadians, including but not limited to Reviewable Transactions, can be subject to separate review on grounds that the investment could be injurious to national security. Specifically, a non-Canadian investor cannot complete its investment where it has received, at any time from when the Minister becomes aware of the transaction until 45 days after the applicant has filed its application, notice from the Minister (the "**National Security Notice**") that the investment may be or will be subject to a national security review (the "**National Security Review**"). The investment cannot be completed if a National Security Notice is issued, and during an ongoing National Security Review. If a National Security Review is ordered, determination of a Net Benefit Ruling is suspended and resumes after the Minister, in consultation with the Minister of Public Safety, determines that the investment is not injurious to national security or the Governor in Council authorizes its completion, as applicable.

Upon issuing a National Security Notice, the Minister has an additional 45 days to determine whether to order a National Security Review. If a National Security Review is ordered, the Minister has 45 days, which can be extended for an additional 45 days, to determine whether the investment would not be injurious to national security, in which case the National Security Review is terminated, or either that the investment would be injurious to national security or that the Minister is unable to determine whether the investment would be injurious to national security, in which case the Minister must refer the investment to the Governor in Council for a final determination. The ICA provides that, prior to referring the investment to the Governor in Council, the Minister may accept undertakings to address a national security concern. However, if there is no such resolution and the Minister refers the investment to the Governor in Council for a final determination, the Governor in Council has 20 days to determine whether to authorize the investment, which can be on the basis of terms and conditions set by the Governor in Council or undertakings provided by the investor or, in the case of an investment that has not been completed, to prohibit its completion. Subject to additional time extensions with the applicant's consent, a National Security Review may require up to 200 days to complete from the date of initial application by the investor.

Pursuant to the Arrangement Agreement, Shell is required to submit its application for review with the Investment Review Division of Innovation, Science and Economic Development Canada as soon as is reasonably practicable, and in any event on or before May 29, 2026. The review of the transaction contemplated by the Arrangement Agreement under the ICA will commence upon receipt of the application, and the ICA Approval required pursuant to the Arrangement Agreement has not yet been obtained.

On May 29, 2026, Shell submitted the application with the Minister of Industry to commence the Review Period for the Arrangement. It is anticipated that the Review Period will be completed within 75 to 90 days from the date of filing the application.

HSR Approval

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 May 29, 2026, ARC and Shell each filed a pre-merger notification and report form under the HSR Act. Unless earlier 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 June 29, 2026.

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 ARC or Shell or their respective subsidiaries. Private parties may also seek to take legal action under antitrust Laws under certain circumstances.

CTA Approval

section 53.1(1) of the Canada Transportation Act provides that, where a Notifiable Transaction for the purposes of Part IX of the Competition Act involves a federal transportation undertaking, the parties shall, at the same time as the Commissioner is notified and, in any event, not later than the date by which the person is required to notify the Commissioner, give notice of the proposed transaction to the Minister of Transport. Transactions that are subject to notification under the Canada Transportation Act cannot be completed until the requirements noted below have been satisfied. While the Canada Transportation Act may not apply to the transactions contemplated by the Arrangement Agreement, as a precaution ARC and Shell agreed to file a notice under section 53.1(1) of the Canada Transportation Act with the Minister of Transport. Under the Canada Transportation Act, the Minister of Transport is required to inform the Parties within 42 days of the receipt of the Parties' notification whether, in the Minister's opinion, the transactions contemplated by the Arrangement Agreement raise issues of public interest as it relates to national transportation. The public interest is a broad concept and, when making such a determination, the Minister could consider economic, environmental, safety, security and social factors. At any time during or at the end of the 42-day period, the Minister may notify the Parties that the transactions contemplated by the Arrangement Agreement do not raise issues with respect to the public interest as it relates to national transportation, in which case the consummation of the transactions would no longer be prohibited under the Canada Transportation Act.

Alternatively, if the Minister determines that the transactions contemplated by the Arrangement Agreement raise issues with respect to the public interest as it relates to national transportation, the Parties cannot complete the transactions until the transaction is approved by the Governor in Council. If this approval is required, the Minister of Transport may direct the Canada Transportation Agency or another person to examine the public interest issues and to report to the Minister within 150 days (or within any longer period that the Minister allows); within this same period, the Commissioner must report to the Minister and the Parties on any concerns regarding potential prevention or lessening of competition that may occur as a result of the transaction. The Minister of Transport will then make a recommendation to the Governor in Council as to whether to approve the proposed transaction. The Governor in Council has the authority to approve the transaction either conditionally or unconditionally.

On May 29, 2026, ARC and Shell notified the Minister of the transactions contemplated by the Arrangement Agreement. It is anticipated that the review period will be completed within 42 days from the date of filing the application with the Minister of Transport.

Exchange Approvals

It is a mutual condition to completion of the Arrangement that the LSE has acknowledged in writing to Shell or its agent, and such acknowledgement has not been withdrawn, that the Shell Shares forming a portion of the Consideration to be issued to ARC Shareholders pursuant to the Arrangement will be admitted to listing in the equity shares (commercial companies) category of the Official List of the FCA and to trading on the LSE's main market for listed securities. Shell has agreed to apply for and use reasonable best efforts to obtain such admission, subject only to customary conditions, and to use reasonable best efforts to maintain the listing of the Shell Shares on the LSE.

ARC Incentive Awards

As at June 1, 2026, the following ARC Incentive Awards were outstanding: (a) 1,231,806.93 ARC DSUs; (b) 48,061 ARC Options; (c) 2,540,879.28 ARC PSUs; (d) 1,287,643.93 ARC RSUs; and (e) 750,631.84 ARC LTRSA.

Pursuant to the Arrangement Agreement, completion of the Arrangement will constitute a "Change of Control", as applicable, under the ARC PSU and RSU Plan, the ARC DSU Plans, the ARC LTRSA Plan and the ARC Option Plans and the outstanding ARC PSUs, ARC RSUs, ARC DSUs, ARC LTRSA and ARC Options thereunder.

At the Effective Time, the number of outstanding ARC PSUs will be increased by two times as a result of the performance multiplier approved by the ARC Board. In addition, the ARC Board approved the acceleration, to immediately prior to the Effective Time, of the award of ARC RSUs and ARC PSUs with an aggregate value of \$19,046,218 (including \$7,190,000 to executive officers), which had originally been approved in February 2026 and were scheduled to be awarded in September 2026 in the ordinary course. The number of additional ARC RSUs and

ARC PSUs issuable at the Effective Date will be determined based on the 5-Day VWAP of the ARC Shares for the five trading days ending on the date of such issuance. Such ARC PSUs will be subject to the application of the two times performance multiplier. See *"Interests of Certain Persons or Companies in the Arrangement – ARC Incentive Awards"*.

Effective and conditional upon completion of the Arrangement, all ARC RSUs and ARC PSUs held by Departing Individuals will vest, and ARC will pay, or cause to be paid, to each Departing Individual holding ARC RSUs and ARC PSUs an amount in cash equal to the product of the number of ARC RSUs and ARC PSUs held by such Departing Individual multiplied by the Settlement Price, less applicable Taxes, whereafter such ARC RSUs and ARC PSUs will be settled and terminated. ARC will also pay, or cause to be paid, to each ARC director holding ARC DSUs an amount in cash equal to the product of the number of ARC DSUs held by such director multiplied by the Settlement Price, less applicable Taxes, whereafter such ARC DSUs will be settled and terminated. The Settlement Price for the purposes of the settlement of the ARC RSUs, ARC PSUs, and ARC DSUs held by such Departing Individuals will be calculated as: (i) \$8.20 in cash; plus (ii) the value of 0.40247 of a Shell Share, with the value of the Shell Shares being calculated based on the 5-Day VWAP of the Shell Shares for the five trading days ending on the trading date immediately preceding the Effective Date, less applicable Taxes and using the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada on such date.

For ARC RSUs and ARC PSUs held by Continuing Individuals, vesting will not be accelerated, and such awards will be adjusted to track Shell Shares, with the number of Shell Shares underlying each such ARC RSU and ARC PSU determined by applying the Conversion Factor. Such awards will continue to be governed by their existing terms and conditions, as adjusted pursuant to the Arrangement Agreement. Solely with respect to ARC RSUs and ARC PSUs held by Continuing Individuals immediately before the Effective Time that remain outstanding after the Effective Time, ARC will assign and delegate its rights and obligations under the ARC PSU and RSU Plan and the related grant and award agreements to Shell Canada or Shell, as determined at the discretion of Shell Canada and Shell, and Shell Canada or Shell, as applicable, will accept and assume such rights and obligations. For certainty, the ARC PSU and RSU Plan will not apply to any awards granted by Shell or its affiliates to Continuing Individuals following the Effective Time. Following the Effective Time, applicable references in the ARC Incentive Plans to ARC, ARC Shares, the ARC Board and ARC committees will be read as references to Shell, Shell Shares, the Shell Board, the board of directors of Shell Canada or the applicable committee thereof, as the case may be. The Conversion Factor for the ARC RSUs and ARC PSUs will be calculated as: (i) the 5-Day VWAP for the ARC Shares for the five trading days ending on the trading date immediately preceding the Effective Date; divided by (ii) the 5-Day VWAP for the Shell Shares for the five trading days ending on the trading day immediately preceding the Effective Date and using the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada on such date.

Prior to entering into the Original Arrangement Agreement, the ARC Board passed resolutions in respect of the ARC Option Plans to accelerate the vesting of all ARC Options outstanding thereunder and to accelerate the exercise date of all such ARC Options in accordance with the ARC Option Plans, such that all ARC Options issued and outstanding under the ARC Option Plans will terminate on June 11, 2026 unless otherwise exercised.

Effective immediately prior to completion of the Arrangement, all ARC Shares held in trust pursuant to the ARC LTRSA Plan will be released to the holders of such ARC LTRSAs.

Also see *"Interests of Certain Persons or Companies in the Arrangement – ARC Incentive Awards"*.

ARC Long-Term Debt

Pursuant to the Arrangement Agreement, upon reasonable request by Shell, ARC is required to provide Shell with information, in reasonable detail, regarding the current status of all principal amounts outstanding under, and any amendments or waivers in respect of, the ARC Long-Term Debt, including the ARC Senior Notes. ARC has also agreed to, and to cause its Subsidiaries to, use commercially reasonable efforts to cooperate with Shell and its

Subsidiaries as Shell may reasonably request in connection with any arrangements in respect of the ARC Long-Term Debt, including amendments to the terms thereof, subject to the limitations set out in the Arrangement Agreement.

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 to the Amending Agreement included in Appendix B to this Circular, respectively. ARC 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, ARC Shareholders (other than Dissenting ARC Shareholders) will receive the Consideration. See also "*The Arrangement – ARC Incentive Awards*".

The Arrangement 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 ARC Shareholders present in person or represented by proxy at the ARC Meeting. If the Arrangement Resolution is not approved by the ARC Shareholders, the Arrangement cannot be completed.

Effective Date of the Arrangement

After obtaining the approval of the Arrangement Resolution by the ARC Shareholders, upon the other conditions in the Arrangement Agreement being satisfied or, where applicable, waived, including upon the Final Order being granted, ARC 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 occur in the second half of 2026. 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 interested party opposing the application for the Final Order before the Court.

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 ARC, Shell and Shell Canada, as applicable. The statements embodied in those representations and warranties were made solely for purposes of the Arrangement Agreement among ARC, Shell and Shell Canada and are subject to important qualifications and limitations agreed to by ARC, Shell and Shell Canada in connection with negotiating its terms.

The Arrangement Agreement contains certain representations and warranties of ARC relating to the following: organization and qualification; authority relative to the Arrangement Agreement; ARC Board approval; no violation, absence of defaults and conflicts; ownership of subsidiaries and joint ventures; litigation; capitalization of ARC; ARC Incentive Plans; reporting issuer status; U.S. Securities Law matters; shareholder or similar agreements; dividends; books and records; reports; no orders; financial statements; internal controls and disclosure controls; absence of undisclosed liabilities; long-term and derivative transactions; no Material Adverse Effect; tax matters; environmental; Indigenous matters; ARC Material Contracts; real property title; no defaults under leases and agreements; non-arm's length transactions; no encumbrances; ownership of material property; Hedging Transactions; no rights of first refusal; royalties, rentals and taxes paid; reserves; Authorizations; federal pipelines; employee matters; employee benefit plans; insurance; compliance with Laws; possession of Intellectual Property; Information Technology; privacy laws; anti-corruption, anti-money laundering and sanctions laws; funds available; no "collateral benefit"; fairness opinion; and Canadian holdings.

The Arrangement Agreement contains certain representations and warranties of Shell relating to the following: organization and qualification; authority relative to the Arrangement Agreement; no conflict, required filings and consent; Shell Consideration Shares; litigation; capitalization of Shell and listing; securities Laws; U.S. Securities Law matters; reports; no orders; financial statements; internal controls and disclosure controls; absence of undisclosed liabilities; no Material Adverse Effect; compliance with Laws; anti-corruption, anti-money laundering and sanctions Laws; and funds available.

The Arrangement Agreement contains certain representations and warranties of Shell Canada relating to the following: organization and qualification; authority relative to the Arrangement Agreement; capitalization; no conflict, required filings and consent; and litigation.

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 5 of the Arrangement Agreement.

Covenants Regarding Non-Solicitation

Under the Arrangement Agreement, ARC has agreed to certain non-solicitation covenants as follows:

- (a) Except as otherwise expressly provided in Article 6 of the Arrangement Agreement, during the Interim Period, ARC shall not, directly or indirectly, through any officer, director, employee, advisor (including any financial or other advisor) or agent of ARC or any of its Subsidiaries (collectively, the "**Representatives**"):
 - (i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiries, proposals or offers that constitute or may reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (ii) provide any Person (other than Shell and its Representatives) access to or disclosure of any of its confidential information, including any data room or access to properties, facilities, books and records of ARC of any of its Subsidiaries in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (iii) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than Shell and its Representatives) in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, provided that, ARC may:
 - (A) advise any Person of the existence of, and restrictions under, the Arrangement Agreement;
 - (B) communicate with any Person for the purposes of clarifying the terms of any inquiry, proposal or offer made by such Person (including with respect to an Acquisition Proposal), provided that a summary of such communication is subsequently provided to Shell; and
 - (C) advise any Person making an Acquisition Proposal that the ARC Board has determined that such Acquisition Proposal does or does not constitute a Superior Proposal;
 - (iv) announce (other than in the circumstances set out in Section 6.6(a) of the Arrangement Agreement), accept, approve, endorse, give any consent or make any request in relation to or recommend, or propose publicly to accept, approve, endorse, give any consent or make any request in relation to or recommend, any Acquisition Proposal;
 - (v) accept or enter into, or publicly propose to accept or enter into, any agreement (other than a confidentiality and standstill agreement as contemplated by Section 6.3 of the Arrangement Agreement) providing for any Acquisition Proposal; or

- (vi) make a Change in Recommendation.
- (b) ARC shall, and shall cause its Subsidiaries and Representatives to, immediately cease and cause to be terminated any existing solicitation, encouragement, discussion or negotiation with any Person (other than Shell and its Representatives) conducted by ARC or any of its Subsidiaries or Representatives with respect to any Acquisition Proposal or any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal and, in connection therewith, ARC will discontinue access to and disclosure of any of its confidential information, including any data room and access to properties, facilities, books and records of ARC or any of its Subsidiaries, to any such Person or any other Person (other than Shell and its Representatives) and request the return or destruction of all copies of any confidential information regarding ARC or any of its Subsidiaries provided to any Person (other than Shell and its Representatives) since October 1, 2025 in respect of a possible Acquisition Proposal.
- (c) ARC covenants and agrees not to release, and cause its Subsidiaries not to release, any Person from, or waive, amend, suspend or otherwise modify such Person's obligations to ARC or its Subsidiaries under any confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or covenant to which ARC or any of its Subsidiaries is a party, without the prior written consent of Shell (it being acknowledged by Shell that the automatic termination or release of any standstill restrictions of any such agreements as a result of entering into and announcing the Arrangement Agreement shall not be a violation of this Section 6.1(c)), and provided that if, at any time following the date of the Arrangement Agreement and prior to obtaining the ARC Shareholder Approval, in response to an unsolicited request from a third party to waive any confidentiality, standstill or similar agreement or covenant, the ARC Board determines in good faith, after consultation with its legal advisors that the failure to take such action would be inconsistent with its fiduciary duties under applicable Law, ARC may waive any such confidentiality, standstill or similar agreement or covenant solely to the extent necessary to permit a third party to make an Acquisition Proposal, on a confidential basis, to the ARC Board.

Notification of Acquisition Proposals

If, after the date of the Original Arrangement Agreement, ARC or any of its Representatives receives any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal, or any request in connection with any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal for copies of, access to, or disclosure of, confidential information relating to ARC or any of its Subsidiaries, ARC shall promptly notify Shell, at first orally, and then promptly (and in any event within twenty-four (24) hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of the material terms and conditions of the Acquisition Proposal, inquiry, proposal, offer or request and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request and shall provide Shell with copies of any material agreements, documents or correspondence (if not delivered in writing or electronic form, then by way of a description of the material terms of the matters communicated), in respect thereof, from or on behalf of any such Persons.

Responding to an Acquisition Proposal

Notwithstanding the non-solicitation provisions, the Arrangement Agreement provides that:

- (a) notwithstanding any other provision of Article 6 of the Arrangement Agreement, if at any time following the date of the Arrangement Agreement and prior to obtaining the ARC Shareholder Approval, ARC receives an unsolicited *bona fide* written Acquisition Proposal from an arm's-length Person (without any solicitation, initiation or encouragement, directly or indirectly, after the date of the Arrangement Agreement, by ARC or any of its Representatives) or any Person or group of Persons (other than Shell or any affiliate or joint actor of Shell) announces such an unsolicited *bona fide* Acquisition Proposal in respect of ARC (without any solicitation, initiation or encouragement, directly or indirectly, after the date of the Arrangement Agreement, by ARC or any of its Representatives), ARC (x) may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and (y) may provide copies of, access to or disclosure of information, properties, facilities, books or records of ARC or its Subsidiaries, if and only if:

- (i) the ARC Board determines, in good faith after consultation with its financial and legal advisors, that such Acquisition Proposal constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal;
 - (ii) ARC has been, and continues to be, in material compliance with its obligations under Article 6 of the Arrangement Agreement;
 - (iii) prior to providing any such copies, access or disclosures, ARC first enters into a confidentiality and standstill agreement with such Person (or confirms it has previously entered into such an agreement which remains in effect) on terms that (A) are not materially less restrictive to such Person and its affiliates or representatives than the confidentiality, non-use and standstill restrictions set forth in the Confidentiality Agreement (provided that nothing in such agreement shall be required to prevent such Person from making an Acquisition Proposal or Superior Proposal), (B) do not contain any provision calling for an exclusive right to negotiate with ARC, and (C) do not restrict ARC or any of its Subsidiaries from complying with Article 6 of the Arrangement Agreement or any other provision of the Arrangement Agreement;
 - (iv) before providing any such copies, access or disclosure, ARC provides Shell with a true, complete and final executed copy of the confidentiality agreement referred to in Section 6.3(a)(iii) of the Arrangement Agreement; and
 - (v) ARC provides to Shell a list of the information provided to such Person and, to the extent not already provided to Shell, Shell is immediately provided with access to the same information to which such Person was provided or is thereafter provided.
- (b) ARC shall keep Shell fully informed of all material developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request (but, for the avoidance of doubt, excluding interim drafts of any agreement exchanged), and shall provide to Shell copies of all material correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence communicated to ARC by or on behalf of any Person making any such Acquisition Proposal, inquiry, proposal, offer or request; and
- (c) notwithstanding anything to the contrary in the Arrangement Agreement, ARC's rights in respect of an Acquisition Proposal pursuant to Section 6.3 of the Arrangement Agreement shall only apply in respect of such Acquisition Proposal for so long as such Acquisition Proposal constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal, as determined by the ARC Board in good faith after consultation with its financial and legal advisors.

Superior Proposals

- (a) If ARC receives an Acquisition Proposal that constitutes a Superior Proposal or any Person or group of Persons (other than Shell or any affiliate or joint actor of Shell) announces such an Acquisition Proposal in respect of ARC prior to obtaining the ARC Shareholder Approval, ARC may, as applicable: (x) make a Change in Recommendation with respect to such Superior Proposal; and/or (y) terminate the Arrangement Agreement pursuant to Section 8.2(a)(iv)(B) [*Superior Proposal Termination*] of the Arrangement Agreement (each of (x) and (y), a "**Superior Proposal Action**"), in each case, if and only prior to such Superior Proposal Action:
- (i) the ARC Board determines, in good faith after consultation with its financial and legal advisors, that such Acquisition Proposal constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal;
 - (ii) ARC has been, and continues to be, in material compliance with its obligations under Article 6 of the Arrangement Agreement;

- (iii) ARC has provided Shell with a notice in writing: (A) that there is a Superior Proposal; (B) confirming the determination by the ARC Board of the value and financial terms that the ARC Board, in consultation with its financial and legal advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal; and (C) enclosing all documentation related to and detailing the Superior Proposal, including a copy of any agreement relating to such Superior Proposal and all supporting materials and related agreements or documents (including any financing documents supplied in connection therewith);
 - (iv) at least five (5) Business Days (the "**Response Period**") shall have elapsed from the date Shell received the notice and all of the documentation referred to in Section 6.4(a)(iii) of the Arrangement Agreement from ARC;
 - (v) during any Response Period, Shell has had the opportunity (but not the obligation), in accordance with Section 6.4(b) of the Arrangement Agreement, to offer to amend the terms of the Transaction and the Arrangement Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal; and
 - (vi) if Shell has proposed to amend the terms of the Arrangement and the Transaction in accordance with Section 6.4(b) of the Arrangement Agreement, the ARC Board shall have determined, in good faith, after consultation with its financial and legal advisors, that such Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Arrangement and the Transaction by Shell.
- (b) During the Response Period, or such longer period as ARC may approve for such purpose, Shell shall have the opportunity, but not the obligation, to propose to amend the terms of the Transaction and the Arrangement Agreement and if Shell proposes to amend the terms of the Transaction and the Arrangement Agreement: (i) the ARC Board shall, in good faith and in consultation with its financial and legal advisors, review any proposal by Shell to amend the terms of the Transaction and the Arrangement Agreement; and (ii) ARC shall negotiate, and cause its Representatives to negotiate, in good faith with Shell to make such amendments to the terms of the Arrangement Agreement and the Transaction as would enable the Shell to proceed with the Transactions on such amended terms. In the event that an Acquisition Proposal is made or announced on a date which is less than five (5) Business Days prior to the ARC Meeting, ARC shall be entitled to postpone the ARC Meeting and Shell shall be entitled to require ARC to postpone the ARC Meeting, in each case, to a date that is not more than ten (10) Business Days after the latest date then scheduled for the ARC Meeting in accordance with the Arrangement Agreement; provided that if Shell requests in writing prior to the expiry of the Response Period that the ARC Meeting proceed, ARC will continue to take all steps necessary to hold the ARC Meeting on the next Business Day following such postponement, whether or not Shell proposes to amend the terms of the Transaction and the Arrangement Agreement or the ARC Board makes a Change in Recommendation, to cause the Arrangement Resolution to be voted upon by the ARC Shareholders at the ARC Meeting. For clarity, nothing in Section 6.4(b) of the Arrangement Agreement shall affect ARC's obligations under Section 8.3 of the Arrangement Agreement, and in particular Section 8.3(c)(iv) of the Arrangement Agreement.
- (c) If the ARC Board, after consultation with its financial and legal advisors, determines that an Acquisition Proposal previously constituting a Superior Proposal has ceased to be a Superior Proposal as compared to the proposed amendments to the terms of the Arrangement Agreement and the Transaction: (i) ARC will promptly so advise Shell; (ii) the Parties shall amend the Arrangement Agreement and the Plan of Arrangement to reflect such offer made by Shell, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing; and (iii) the ARC Board shall promptly (and in any event within one (1) Business Day following the effectiveness of any such amendment) reaffirm the ARC Board Recommendation by press release, and ARC shall provide Shell and its legal counsel with a reasonable opportunity to review the form and content of any such press release and shall give reasonable consideration to such amendments to such press release requested by Shell and its legal counsel.
- (d) Each successive modification of any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by ARC or ARC Shareholders or other

material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Article 6, and Shell shall be afforded a new Response Period in respect of each such Acquisition Proposal from the date on which ARC received the notice and documentation referred to in Section 6.4(a)(iii) in respect of such new Acquisition Proposal.

Conditions Precedent to the Arrangement

Mutual Conditions Precedent

The obligations of the Parties to complete the Transactions are subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

- (a) the ARC Shareholder Approval shall have been obtained in accordance with the Interim Order, applicable Law and the Arrangement Agreement;
- (b) the Interim Order and the Final Order shall each have been obtained on terms consistent with the Arrangement Agreement, and shall not have been set aside or modified in a manner unacceptable to ARC and Shell, acting reasonably, on appeal or otherwise;
- (c) the Key Regulatory Approvals shall have been obtained and remain in full force and effect;
- (d) the LSE having acknowledged in writing to Shell or its agent (and such acknowledgement not having been withdrawn) that LSE Admission will occur; and
- (e) no applicable Law shall be in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins Shell or ARC from consummating the Arrangement.

The conditions in Section 7.1 of the Arrangement Agreement are for the mutual benefit of the Parties and may be asserted by any 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.

Conditions Precedent to the Obligations of Shell and Shell Canada

The obligation of Shell and Shell Canada to complete the Transactions is subject to the fulfillment of each of the following conditions precedent, each of which is for the exclusive benefit of Shell and may be waived by Shell in whole or in part at any time:

- (a) all covenants of ARC under the Arrangement Agreement to be performed or complied with on or before the Effective Date which have not been waived by Shell shall have been duly performed or complied with by ARC in all material respects;
- (b) the representations and warranties of ARC:
 - (i) set forth in paragraphs (a) [*Organization and Qualification*], (b) [*Authority Relative to this Agreement*] and (c) [*Board Approval*] of Schedule C of the Arrangement Agreement shall be true and correct in all material respects as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of the Original Arrangement Agreement or another date shall be true and correct in all material respects as of such date);
 - (ii) set forth in paragraph (g) [*Capitalization of ARC*] of Schedule C of the Arrangement Agreement shall be true and correct in all respects (except for de minimis inaccuracies) as of the date of the Original Arrangement Agreement and as of the Effective Date as if made at and as of such date

(except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects (except for de minimis inaccuracies) as of such date); and

- (iii) set forth in Schedule C other than those to which Section 7.2(b)(i), Section 7.2(b)(ii) or Section 7.2(b)(iii) of the Arrangement Agreement applies, shall be true and correct in all respects (disregarding for purposes of this any materiality, Material Adverse Effect or similar qualifications contained in any such representation or warranty) as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of the Original Arrangement Agreement or another date shall be true and correct in all respects as of such date), except in each case where the failure to be so true and correct has not had, and would not reasonably be expected to have, a Material Adverse Effect;
- (c) since the date of the Original Arrangement Agreement, there has not been any event, change, occurrence, effect or state of facts that, individually or in the aggregate, has, or would reasonably be expected to have a Material Adverse Effect on ARC;
- (d) ARC Shareholders shall not have properly exercised and not validly withdrawn their Dissent Rights in connection with the Arrangement with respect to more than five percent (5%) of the issued and outstanding ARC Shares as of the Effective Date;
- (e) Shell shall have received a certificate of ARC addressed to Shell and dated the Effective Date, signed on behalf of ARC by two (2) senior executive officers of ARC (on ARC's behalf and without personal liability), confirming the matters in Section 7.2(a), Section 7.2(b), Section 7.2(c) and Section 7.2(d) of the Arrangement Agreement as of the Effective Date; and
- (f) Shell shall have received, in form and in substance acceptable to Shell, in its sole discretion, an Order for exemption under Applicable Canadian Securities Laws that the ongoing share buyback program established by Shell in respect of the Shell Shares is exempt from National Instrument 62-104 *Takeover Bids and Issuer Bids* of the Canadian Securities Administrators.

Conditions Precedent to the Obligations of ARC

The obligation of ARC to complete the Transactions is subject to the fulfillment of each of the following conditions precedent, each of which is for the exclusive benefit of ARC and may be waived by ARC in whole or in part at any time:

- (a) all covenants of Shell under the Arrangement Agreement to be performed or complied with on or before the Effective Date which have not been waived by ARC shall have been duly performed or complied with by Shell in all material respects;
- (b) the representations and warranties of Shell:
 - (i) set forth in paragraphs (a) [*Organization and Qualification*], (b) [*Authority Relative to this Agreement*] and (d) [*Consideration Shares*] of Schedule D of the Arrangement Agreement shall be true and correct in all material respects as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of the Original Arrangement Agreement or another date shall be true and correct in all material respects as of such date);
 - (ii) set forth in paragraph (f) [*Capitalization of Shell and Listing*] of Schedule D of the Arrangement Agreement shall be true and correct in all respects (except for de minimis inaccuracies) as of the date of the Original Arrangement Agreement and as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as

of the date of the Original Arrangement Agreement or another date shall be true and correct in all respects (except for de minimis inaccuracies) as of such date);

- (iii) set forth in paragraph (n) [*No Material Adverse Effect*] of Schedule D of the Arrangement Agreement shall be true and correct in all respects as of the date of the Original Arrangement Agreement and as of the Effective Date as if made at and as of such date; and
- (iv) set forth in Schedule D of the Arrangement Agreement other than those to which Section 7.3(b)(i), Section 7.3(b)(ii) or Section 7.3(b)(iii) of the Arrangement Agreement applies, shall be true and correct in all respects (disregarding for purposes of this any materiality, Material Adverse Effect or similar qualifications contained in any such representation or warranty) as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of the Original Arrangement Agreement or another date shall be true and correct in all respects as of such date), except in each case where the failure to be so true and correct has not had, and would not reasonably be expected to have, a Material Adverse Effect; and
- (c) since the date of the Original Arrangement Agreement, there has not been any event, change, occurrence, effect or state of facts that, individually or in the aggregate, has, or would reasonably be expected to have a Material Adverse Effect on Shell;
- (d) the representations and warranties of Shell Canada set forth in paragraphs (a) [*Organization and Qualification*] and (b) [*Authority Relative to this Agreement*] of Schedule E of the Arrangement Agreement shall be true and correct in all material respects as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of the Original Arrangement Agreement or another date shall be true and correct in all material respects as of such date);
- (e) Shell Canada shall have deposited or caused to be deposited with the Depositary, sufficient funds and Shell Shares (or an irrevocable direction to issue the Shell Shares in accordance with the Plan of Arrangement) to satisfy Shell Canada's obligations under Section 2.11 of the Arrangement Agreement; and
- (f) ARC shall have received:
 - (i) a certificate of Shell addressed to ARC and dated the Effective Date, signed on behalf of Shell by two (2) senior executive officers of Shell (on Shell's behalf and without personal liability), confirming the matters in Section 7.3(a), Section 7.3(b) and Section 7.3(c) of the Arrangement Agreement as of the Effective Date; and
 - (ii) a certificate of Shell Canada addressed to ARC and dated the Effective Date, signed on behalf of Shell Canada by two (2) senior executive officers of Shell Canada (on Shell Canada's behalf and without personal liability), confirming the matters in Section 7.3(d) of the Arrangement Agreement as of the Effective Date.

Termination of the Arrangement Agreement

- (a) The Arrangement Agreement may be terminated at any time prior to the Effective Time:
 - (i) by mutual written agreement of ARC and Shell;
 - (ii) by either ARC or Shell, if:
 - (A) the Effective Time shall not have occurred on or before the Outside Date; provided that a Party may not terminate the Arrangement Agreement under Section 8.2(a)(ii)(A) of the Arrangement Agreement if it is in breach of any representation, warranty, covenant or

obligation set forth in the Arrangement Agreement and such breach has been the primary cause of, or primarily resulted in, the Effective Time not occurring on or before the Outside Date;

- (B) any applicable Law is enacted or made (or any Law is amended), including any Order that is granted or delivered, that permanently prohibits, enjoins, frustrates or renders illegal the consummation of the Transactions, and such Law shall have become final and non-appealable on the condition that: (1) the Party seeking to terminate the Arrangement Agreement has used its reasonable commercial efforts to, as applicable, appeal or overturn such Order or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; and (2) 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
 - (C) the ARC Shareholder Approval shall not have been obtained at the ARC Meeting in accordance with the Interim Order, applicable Law and the Arrangement Agreement;
- (iii) by Shell:
- (A) prior to the ARC Meeting, if a Change in Recommendation occurs;
 - (B) subject to Section 5.8 of the Arrangement Agreement, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of ARC set forth in the Arrangement Agreement shall have occurred that would cause any of the conditions set forth in Section 7.2(a) of the Arrangement Agreement [*ARC Covenants Condition*] or Section 7.2(b) of the Arrangement Agreement [*ARC Representations and Warranties Condition*] not to be satisfied, and any such breach or failure is incapable of being cured, or is not cured in accordance with Section 5.8 of the Arrangement Agreement, and provided that Shell is not then in breach of the Arrangement Agreement so as to cause any of the conditions in Section 7.3(a) of the Arrangement Agreement [*Shell Covenants Condition*] or Section 7.3(b) of the Arrangement Agreement [*Shell Representations and Warranties Condition*] not to be satisfied; or
 - (C) if the condition in favour of Shell set forth in Section 7.2(f) of the Arrangement Agreement [*Shell Exemptive Relief Condition*] has not been satisfied on or prior to the Outside Date; or
- (iv) by ARC:
- (A) subject to Section 5.8 of the Arrangement Agreement, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Shell or Shell Canada, as applicable, set forth in the Arrangement Agreement shall have occurred that would cause any of the conditions set forth in Section 7.3(a) [*Shell Covenants Condition*], Section 7.3(b) [*Shell Representations and Warranties Condition*] or Section 7.3(d) [*Shell Canada Representations and Warranties Condition*] of the Arrangement Agreement not to be satisfied, and any such breach or failure is incapable of being cured, or is not cured in accordance with Section 5.8 of the Arrangement Agreement, and provided that ARC is not then in breach of the Arrangement Agreement so as to cause any of the conditions in Section 7.2(a) [*ARC Covenants Condition*] or Section 7.2(b) [*ARC Representations and Warranties Condition*] of the Arrangement Agreement not to be satisfied; or
 - (B) if (1) the ARC Board authorizes ARC or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, to enter into a definitive Contract providing for the consummation of a Superior Proposal in accordance with Section 6.4 of the Arrangement Agreement; and (2) ARC pays (or causes to be paid) the ARC Termination Damages

Payment due in accordance with Section 8.3(c)(ii) and Section 8.3(e)(ii) of the Arrangement Agreement.

- (b) The Party desiring to terminate the Arrangement Agreement pursuant to Section 8.2 of the Arrangement Agreement (other than pursuant to Section 8.2(a)(i) of the Arrangement Agreement) shall give notice of such termination to the other applicable Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.
- (c) If the Arrangement Agreement is terminated pursuant to Section 8.2 of the Arrangement Agreement, the Arrangement Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party under the Arrangement Agreement, except that the provisions of Section 8.2(c) of the Arrangement Agreement and Sections 8.3, 9.1, 9.2, 9.5, 9.6 and 9.7 of the Arrangement Agreement and all related definitions set forth in Section 1.1 of the Arrangement Agreement and the provisions of the Confidentiality Agreement shall survive any termination pursuant to Section 8.2(a) of the Arrangement Agreement; provided that nothing in the Arrangement Agreement shall relieve any Party from liability for fraud or Willful Breach of the Arrangement Agreement by any Party or its Representatives.

Expense and Termination Damages Payments

- (a) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with the Arrangement Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.
- (b) If an ARC Termination Damages Payment Event or ARC Expense Reimbursement Damages Event, as applicable, occurs, ARC shall pay the ARC Termination Damages Payment or the ARC Expense Reimbursement Damages Payment, respectively, to Shell Canada, by wire transfer of immediately available funds, as follows:
 - (i) if: (A) the ARC Termination Damages Payment is payable pursuant to Section 8.3(c)(i) of the Arrangement Agreement; or (B) the ARC Expense Reimbursement Damages Payment is payable pursuant to Section 8.3(d) of the Arrangement Agreement, the ARC Termination Damages Payment or the ARC Expense Reimbursement Damages Payment, as applicable, shall be payable within two (2) Business Days following such termination;
 - (ii) if the ARC Termination Damages Payment is payable pursuant to Section 8.3(c)(ii) of the Arrangement Agreement, the ARC Termination Damages Payment shall be payable concurrently with such termination; and
 - (iii) if the ARC Termination Damages Payment is payable pursuant to Section 8.3(c)(iii) of the Arrangement Agreement, the ARC Termination Damages Payment shall be payable upon the earlier of the occurrence of the events specified in clause (1) and (2) thereof and shall be reduced by any ARC Expense Reimbursement Damages Payment previously paid to Shell Canada by ARC (if any).
- (c) If a Shell Expense Reimbursement Damages Event occurs, Shell Canada shall pay, or cause to be paid, the Shell Expense Reimbursement Damages Payment to ARC, by wire transfer of immediately available funds, within two (2) Business Days following such termination.
- (d) For greater certainty:
 - (i) the ARC Termination Damages Payment is paid in consideration for the disposition of Shell Canada's rights under the Arrangement Agreement;
 - (ii) the ARC Termination Damages Payment shall not be required to be paid more than once; and

- (iii) no fees or amounts shall be payable by ARC under Section 8.3 of the Arrangement Agreement as a result of the occurrence of an ARC Expense Reimbursement Damages Event if ARC has paid the ARC Termination Damages Payment.
- (e) The Parties to the Arrangement Agreement acknowledge that the agreements contained in Section 8.3 of the Arrangement Agreement are an integral part of the Arrangement Agreement and that, without these agreements, the Parties would not enter into the Arrangement Agreement. Accordingly, if ARC fails to promptly pay any ARC Termination Damages Payment or ARC Expense Reimbursement Damages Payment due pursuant to Section 8.3(e) of the Arrangement Agreement or Shell Canada fails to promptly pay any Shell Expense Reimbursement Damages Payment due pursuant to Section 8.3(g) of the Arrangement Agreement and, in order to obtain such Payment, Shell Canada or ARC, as applicable, commences any action, suit, litigation or other legal proceeding that results in a judgment against ARC for the ARC Termination Damages Payment, ARC Expense Reimbursement Damages Payment or any portion thereof, or Shell Canada for the Shell Expense Reimbursement Damages Payment or any portion thereof, ARC will pay to Shell Canada (or as directed by Shell Canada) or Shell Canada will pay to ARC (or as directed by ARC), as the case may be, its reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees) in connection with such action, suit, litigation or other legal proceeding, together with interest on such amount or portion thereof at the annual rate of five percent (5%) plus the prime rate as published in The Wall Street Journal in effect on the date that such payment or portion thereof was required to be made through the date that such payment or portion thereof was actually received, or a lesser rate that is the maximum permitted by applicable Law. The Parties further acknowledge that Shell has no entitlement to an ARC Expense Reimbursement Damages Payment or an ARC Termination Damages Payment, and only Shell Canada has the ability to enforce such payments pursuant to the Arrangement Agreement.
- (f) Each Party to the Arrangement Agreement acknowledges that all of the payment amounts set out in Section 8.3 of the Arrangement Agreement are payments of liquidated damages which are a genuine pre-estimate of the damages which the Party entitled to such damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of the Arrangement Agreement and are not penalties. Each of ARC and Shell Canada irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, each Party agrees that, upon any termination of the Arrangement Agreement under circumstances where ARC or Shell Canada is entitled to a Damages Payment (but subject to each Party's right prior to such termination of the Arrangement Agreement to obtain an Order of specific performance in accordance with Section 9.3 of the Arrangement Agreement), and such Damages Payment (plus any interest, amounts in respect of VAT and any amounts payable pursuant to Sections 8.3(i) or 8.3(k) of the Arrangement Agreement, as applicable to ARC or Shell Canada, the "**Applicable Payment Cap**") is paid in full, ARC or Shell Canada and such Party's Related Parties (as defined below), as the case may be, shall be precluded from any other remedy against the other Party or any of such other Party's Related Parties at Law, in equity, in Contract or otherwise (including, without limitation, an Order for specific performance) (other than in the event of fraud or Willful Breach), and shall not (other than in the event of fraud or Willful Breach) seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the other Party or any of its affiliates or any of its or their respective directors, officers, employees, partners, managers, members, securityholders or other Representatives (the foregoing Persons with respect to any Party, collectively, the "**Related Parties**" of such Party) in connection with the Arrangement Agreement or the Transactions; provided that nothing in the Arrangement Agreement shall relieve any Party from liability for fraud or Willful Breach of the Arrangement Agreement by any Party or its Representatives.
- (g) Under the Arrangement Agreement, ARC and Shell Canada anticipate, and shall use commercially reasonable efforts to secure, that any Damages Payments are not and shall not be treated as consideration for a taxable supply for the purposes of any VAT (being a payment that is compensatory in nature). If, however, a Damages Payment is determined by any Tax Authority to be consideration in whole or part for a taxable supply for VAT purposes and the Party receiving the Damages Payment (for the purposes of this subparagraph (h), the "**Payee**") (or, if relevant, a member of the same VAT group as the Payee) is required to account for VAT in respect of that supply, then the Party making the Damages Payment shall, subject to the receipt of a valid VAT invoice, pay to the Payee on demand an amount equal to such VAT together with any interest or penalties incurred by the Payee in connection therewith, provided that in the event that any

amounts paid in respect of such VAT are subsequently refunded to the Payee (or, if relevant, a member of the same VAT group as the Payee), the Payee shall promptly reimburse the Party making the Damages Payment for any amount refunded to the Payee in connection with such VAT (net of any reasonable costs of recovery).

Shell Guarantee

Pursuant to Section 2.2 of the Arrangement Agreement, Shell shall cause each of Shell Canada and AcquisitionCo to perform all of their respective obligations under the Arrangement Agreement and the Plan of Arrangement.

Fees and Expenses

Except as expressly set out in the Arrangement Agreement, each Party has covenanted and 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 Specific Performance

The Arrangement Agreement is 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 have agreed to irrevocably attorn to the jurisdiction of the courts of the Province 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, the Parties agree that, subject to Section 8.3 of the Arrangement Agreement, in the event of any breach or threatened breach of the Arrangement Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, and the Parties shall not object to the granting of injunctive or other equitable relief on the basis that there exists an adequate remedy at Law. Subject to Section 8.3 of the Arrangement Agreement, such remedies will not be the exclusive remedies for any breach of the Arrangement Agreement but will be in addition to all other remedies available at Law or equity to each of the Parties. To the extent any Party brings any action or other legal proceeding to enforce specifically the performance of the terms and provisions of the Arrangement Agreement when expressly available to such Party pursuant to the terms of the Arrangement Agreement, the Outside Date shall automatically be extended by (a) (i) the amount of time during which such action or other legal proceeding is pending, plus (ii) twenty (20) Business Days, or (b) such other time period established by the court presiding over such action, dispute, litigation or other legal proceeding.

Amendments and Waivers

Amendments

Subject to the provisions of the Interim Order, the Final Order, the Plan of Arrangement and applicable Laws, the Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the ARC Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the ARC Shareholders, and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant under the Arrangement Agreement;

- (c) waive compliance with or modify any of the covenants contained in the Arrangement Agreement and waive or modify performance of any of the obligations of the Parties; and
- (d) waive compliance with or modify any mutual conditions precedent in the Arrangement Agreement.

Waiver

Any Party may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained in the Arrangement Agreement, or (c) waive inaccuracies in any of the other Party's representations or warranties contained in the Arrangement Agreement 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, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived. 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

ARC shall, subject to the terms of the Arrangement Agreement, convene and conduct the ARC Meeting (and cause the Arrangement Resolution to be voted on at the ARC Meeting) in accordance with the Interim Order, ARC's by-laws and Applicable Law as soon as reasonably practicable thereafter, but in any event not later than July 14, 2026.

Further, ARC shall solicit proxies to be voted at the ARC Meeting in favour of the approval of the Arrangement Resolution, and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by the Arrangement Agreement. ARC has engaged Laurel Hill as proxy solicitation agent for the ARC Meeting. Laurel Hill will 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. ARC will bear the costs of solicitation. Laurel Hill will not provide investment, legal or tax advice to securityholders.

Final Court Approval

If the Arrangement Resolution is passed at the ARC Meeting as provided for in the Interim Order, ARC shall, as soon as reasonably practicable following the ARC Meeting after the Arrangement Resolution is duly passed, diligently pursue and take all steps necessary or desirable to have the hearing held before the Court of the application for the Final Order pursuant to section 193 of the ABCA as soon as reasonably practicable, subject to Court availability. The Final Order is currently scheduled for July 15, 2026 at 10:00 a.m. (Mountain time). See "*The Arrangement – Court Approvals – Final Order*".

Payment of Consideration

Shell Canada will, or will cause AcquisitionCo, as applicable, to, following receipt by ARC of the Final Order and in any event prior to the filing of the Articles of Arrangement with the Registrar in accordance with Section 2.10 of the Arrangement Agreement, deliver or cause to be delivered to the Depositary, pursuant to an agreement among Shell, ARC and the Depositary, sufficient funds and an irrevocable direction for the issuance of, or otherwise cause to be delivered, sufficient Shell Shares to satisfy the aggregate Consideration payable to the ARC Shareholders pursuant to and in accordance with the Plan of Arrangement (other than, for greater certainty, Consideration for ARC Shareholders that have validly exercised Dissent Rights). The Parties shall cooperate and use reasonable best efforts to agree to arrangements with the Depositary before the Effective Time to facilitate the delivery of the Shell Consideration Shares and the Cash Consideration to the ARC Shareholders in accordance with the Plan of Arrangement.

Exchange Listings

ARC is a reporting issuer under the Applicable Canadian Securities Laws of each of the provinces of Canada. The ARC Shares are listed and posted for trading on the TSX under the symbol "ARX".

The closing price of the ARC Shares on the TSX on April 24, 2026, the last completed trading day prior to the public announcement of the Arrangement, was \$25.77 and on June 8, 2026, the last completed trading day on the TSX before the date of this Circular, the closing price per ARC Share was \$32.06.

The Shell Shares are admitted to listing in the equity shares (commercial companies) category of the Official List of the Financial Conduct Authority and to trading on the LSE's main market for listed securities. Shell will apply to the LSE for the admission to trading (and admission to listing) of the Shell Consideration Shares to be issued to ARC Shareholders pursuant to the Arrangement. The obtaining of LSE Admission is subject to Shell fulfilling all of the admission to trading requirements of the LSE. Shell will rely on the Shell Consideration Shares being exempt from the restriction on offers to the public pursuant to paragraph 6 of Part 1 of Schedule 1 to the POATRs, and that the admission to trading of such Shell Shares will be exempt from the requirement to publish a prospectus pursuant to paragraph 1.4.3(3) of the PRMs. Each Party has agreed to take such reasonable actions as shall be required to facilitate reliance on such exemptions in connection with the Arrangement.

The Shell Shares are listed and posted for trading on the LSE under the symbol "SHEL" and on Euronext under the symbol "SHELL". The Shell ADRs are listed on the NYSE and trade under the symbol "SHEL". Each Shell ADR represents one ADS, which in turn, represents a right to receive two outstanding Shell Shares held by a depositary.

The closing price of the Shell Shares on the LSE and Euronext on April 24, 2026, the last completed trading day prior to the public announcement of the Arrangement, was £33.08 and €38.13, respectively, and on June 8, 2026, the last completed trading day on the LSE and Euronext before the date of this Circular, the closing price per Shell Share was £32.43 and €37.45, respectively.

The closing price of the Shell ADRs on the NYSE on April 24, 2026, the last completed trading day prior to the public announcement of the Arrangement, was US\$89.13 per Shell ADR and on June 8, 2026, the last completed trading day on the NYSE before the date of this Circular, the closing price per Shell ADR was US\$86.65.

Following completion of the Arrangement, it is anticipated that the ARC Shares will be delisted from the TSX within one to three trading days following receipt of the required documentation.

For information with respect to the trading history of the ARC Shares and the Shell Shares, see *"Information Concerning ARC – Price Range and Volume of Trading of ARC Shares"* and *"Information Concerning Shell – Trading Price and Volumes"*, in Appendix F and Appendix G to this Circular, respectively.

Securities Law Matters

Canada

General

The Shell Shares to be issued to ARC 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 Shell 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 Shell, the selling shareholder has no reasonable grounds to believe that Shell is in default of securities legislation. **ARC 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

ARC is a reporting issuer in each of the provinces 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 ARC 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 Arrangement 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 Arrangement Resolution by not less than 66⅔% of the votes cast by the ARC Shareholders present in person or represented by proxy at the ARC Meeting, the Arrangement Resolution would also require the approval of a simple majority of votes cast by ARC Shareholders, excluding votes cast in respect of ARC Shares held by, among others, "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 ARC (which includes the directors, senior officers and control Persons of ARC) 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 ARC 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 ARC is not considered to be a collateral benefit if the benefit is: (a) a payment or distribution per ARC Share that is identical in amount and form to the entitlement of the general body of ARC Shareholders in Canada; or (b) received solely in connection with the related party's services as an employee, director or consultant of ARC or of an affiliated entity of ARC, 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 ARC Shares (calculated as set forth in MI 61-101), or (B) (I) the related party discloses to an independent committee of the ARC 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 ARC Shares beneficially owned by the related party (which includes any ARC 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 (A); and (III) the independent committee's determination is disclosed in this Circular.

In connection with the Arrangement, the outstanding ARC Incentive Awards, some of which are held by ARC's directors and officers, will be treated as set forth under *"The Arrangement – ARC Incentive Awards"*. In addition, the Specified Officers are entitled to certain payments from ARC as a result of the termination of their employment relationship with ARC as set forth under *"Interests of Certain Persons or Companies in the Arrangement – Ownership of Securities of ARC"*. ARC has considered whether any of these payments to Specified Officers or other benefits to be received by the executive officers or directors of ARC 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.

ARC 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 their services as employees, directors or consultants of ARC or an affiliated entity of ARC; (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 ARC 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 ARC Shares at the date the proposed Arrangement was agreed to.

Accordingly, the Arrangement is not considered to be a "business combination" in respect of ARC and as a result, no minority approval is required for the Arrangement 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 ARC Shareholders in the United States. All ARC Shareholders in the United States are urged to consult with their own legal counsel to ensure that any subsequent resale of Shell Shares to be received in exchange for their ARC Shares pursuant to the Arrangement complies with applicable securities legislation.

Further information applicable to ARC Shareholders in the United States is disclosed under the heading "*Notice to ARC Shareholders in the United States*".

The following discussion does not address the Applicable Canadian Securities Laws that will apply to the issuance of Shell Shares to ARC Shareholders in exchange for their ARC Shares or the resale of any such securities received in exchange for ARC Shares within Canada by ARC Shareholders in the United States. ARC 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 Shell Shares to be issued as Share Consideration 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. 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 the 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 the securities will be issued shall have the right to appear, by any court 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, ARC submitted the Plan of Arrangement to the Court on June 9, 2026 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 Shell Shares will be issuable. The Court granted the Interim Order on June 9, 2026, and, subject to the approval of the Arrangement Resolution by ARC Shareholders and satisfaction of certain other conditions, a hearing on the Arrangement is expected to be held on or about July 15, 2026, by the Court. Following the approval of the Arrangement Resolution, and a hearing at which all Persons to whom it is proposed the Shell 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, ARC 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 Shell Shares. Notwithstanding such Final Order, the Arrangement does not become effective until the filing of the Articles of Arrangement by ARC and the issuance of the Shell Shares by Shell. ARC 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 Shell Shares to the ARC Shareholders pursuant to the Arrangement will be exempt from the registration requirements under the U.S. Securities Act pursuant to section 3(a)(10) thereof.

Resales of Shell Shares After the Effective Time

The Shell Shares to be received by ARC Shareholders in exchange for their ARC 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 Shell after the Effective Date, or were "affiliates" of Shell 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 shareholders that own 10% or more of the issued and outstanding shares of the issuer.

Any resale of Shell 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 for resales within or outside the United States or Rule 903 or 904 of Regulation S under the U.S. Securities Act for resales outside of the United States.

United Kingdom

Exemption from Publication of a Prospectus

It is intended that the Shell Consideration Shares to be issued under the Arrangement will be admitted to listing in the equity shares (commercial companies) category of the Official List of the FCA and admitted to trading on the LSE's main market for listed securities. Pursuant to the Arrangement Agreement, the Parties intend that the issuance of the securities under the Arrangement, including the Shell Shares representing the Shell Consideration Shares, will be exempt from the restriction on offers to the public pursuant to paragraph 6 of Part 1 of Schedule 1 to the POATRs. The Parties also intend that the admission to trading of the Shell Shares representing the Shell Consideration Shares will be exempt from the requirement to publish a prospectus pursuant to paragraph 1.4.3(3) of the PRMs. Each Party has agreed to take such reasonable actions as shall be required to facilitate reliance on such exemptions in connection with the Arrangement.

Transferable securities fungible with securities already admitted to trading on the same regulated market will be exempt from the requirement for a prospectus under 1.4.1R of the PRMs, provided they represent, over a 12 month period, less than 75% of the number of those transferable securities already admitted to trading on the same regulated market where the transferable securities are issued by an issuer other than a closed ended investment fund. Shell's application for admission to trading of the Shell Shares issued in connection with the Arrangement on the LSE's main market for listed securities will be made on the basis of the exemption from publication of a prospectus under 1.4.1R of the PRMs.

Independent valuation

The Parties have also acknowledged and agreed that, in connection with the issuance of the securities under the Arrangement, including the Shell Shares representing the Shell Consideration Shares, there will either be no requirement for an independent valuation under section 593 of the Companies Act or Shell, Shell Canada and/or AcquisitionCo will take such actions as may be required to procure that any such report is produced and that such Companies Act requirements are satisfied to permit such issuance, in each case in accordance with the terms and conditions of the Arrangement Agreement and the Arrangement. If such an independent valuation is required, the Companies Act requires Shell to deliver a copy of the independent valuation report to the Registrar of Companies for England and Wales within one month of allotment of the Shell Consideration Shares; as such a copy of any such report would be filed with Companies House and will be publicly available at www.companieshouse.gov.uk.

Share Issuance and Disapplication of Pre-Emption Rights

The Shell Consideration Shares will be allotted and issued in reliance on existing shareholder authorities of Shell authorizing share issuances and (if applicable) disapplying statutory pre-emption rights.

Procedure for Exchange of Certificates and DRS Advices by ARC Shareholders

General

Under the Arrangement, each ARC Shareholder (other than Dissenting ARC Shareholders) shall be entitled to receive for each ARC Share held: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement. Registered ARC Shareholders

will not actually receive any Consideration until the Arrangement is completed and they have returned their properly completed documents, including the Letter of Transmittal and any certificate(s), if applicable, representing their ARC Shares.

An ARC Shareholder that is an Ineligible Foreign Holder will not receive Shell Consideration Shares. Instead, the Shell Consideration Shares to which such holder would otherwise be entitled will be delivered to the Nominee, who will sell those Shell Consideration Shares (for the benefit of, and as agent and nominee for, such Ineligible Foreign Holder) and pay and deliver the applicable net proceeds (together with the Cash Consideration) in cash to such Ineligible Foreign Holder in full satisfaction of such holder's right to receive Share Consideration under the Arrangement. See "*Ineligible Foreign Holders*".

In the case of a registered ARC Shareholder that validly elects the Liquidity Option, the Shell Consideration Shares to which such holder would otherwise be entitled will be sold by a Selling Agent (for the benefit of, and as agent and nominee for, such registered ARC Shareholder) and a cash amount equal to the net proceeds of such sale will be delivered to the Depositary for payment to such ARC Shareholder. See "*Liquidity Option*".

Letter of Transmittal

A Letter of Transmittal has been mailed, together with this Circular, to each person who was a registered ARC Shareholder of ARC Shares on the Record Date. In order to receive the Consideration to which they are entitled, registered ARC Shareholders are required to complete and sign the Letter of Transmittal enclosed with this Circular, marking the appropriate elections that are described below, and deliver it and the other documents required by it, including any certificate(s) representing the ARC Shares, if applicable, held by them, to the Depositary in accordance with the instructions contained in the Letter of Transmittal.

The method used to deliver the Letter of Transmittal and any accompanying certificate(s) representing the ARC Shares, if applicable, and any other required documents is at the option and risk of the holder depositing the same, and delivery will be deemed effective only when such documents are actually received by the Depositary. It is recommended that all necessary documentation be hand delivered to the Depositary, and a receipt obtained therefor. If the documents are mailed, the use of registered mail with an acknowledgment of receipt requested, and with proper insurance obtained, is recommended.

The Depositary will receive reasonable and customary compensation from ARC 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.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully. Registered ARC Shareholders can obtain additional copies of the Letter of Transmittal by contacting the Depositary at 1-800-564-6253 (within Canada and US) or 1-514-982-7555 (outside of Canada and US) or by email at corporateactions@computershare.com. The Letter of Transmittal is also available on ARC's website at www.arcresources.com/ShellAcquisition and on SEDAR+ under ARC's profile at www.sedarplus.ca.

Only registered ARC Shareholders are required to submit a Letter of Transmittal. **Beneficial Shareholders whose ARC Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their intermediary or nominee for instructions and assistance in receiving the Consideration in exchange for their ARC Shares.** All questions as to validity, form, eligibility (including timely receipt), and acceptance of any ARC Shares deposited pursuant to the Arrangement and the waiver of any defect or irregularity in any Letter of Transmittal or other document or the deposit of any ARC Shares will be determined by Shell in its sole discretion. Depositing ARC Shareholders agree that such determination shall be final and binding and any such waiver or non-waiver will be binding upon the affected ARC Shareholders. Shell 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. Shell reserves the absolute right to waive any defect or irregularity in the deposit of ARC Shares. There shall be no duty or obligation on Shell, ARC or the Depositary or any other Person to give notice of any defect or irregularity in any deposit of ARC Shares and no liability shall be incurred by any of them for failure to give such notice.

Liquidity Option

Under the Plan of Arrangement, registered ARC Shareholders who are not Ineligible Foreign Holders and would otherwise be entitled to receive Shell Consideration Shares pursuant to the Arrangement shall be provided with the option, at their election, to sell all (but not less than all) of the Shell Consideration Shares to which they would be entitled pursuant to the Arrangement and to receive a cash amount equal to the net proceeds from such sale (the "**Liquidity Option**").

Registered ARC Shareholders may, at their sole option, elect the Liquidity Option by checking the appropriate box in the Letter of Transmittal, to have all (but not less than all) of the Shell Consideration Shares to which such registered ARC Shareholder is entitled pursuant to the Arrangement sold on their behalf by the Selling Agent (acting as agent and nominee for such registered ARC Shareholder) and to receive a cash amount equal to the net proceeds from such sale.

Entitlements to Shell Consideration Shares held by holders who have made valid Liquidity Option elections in their Letter of Transmittal will from time to time be aggregated and sold in the market (for the benefit of, and as agent and nominee for, such former ARC Shareholder) by the Selling Agent, as soon as practicable after the Effective Date (or upon the Depositary's subsequent receipt of such holder's properly completed and duly and validly executed Letter of Transmittal making the Liquidity Option election, as applicable) at the then prevailing prices in the market, at the Selling Agent's discretion. The Selling Agent shall be instructed to use its commercially reasonable efforts to complete the sale of such Shell Consideration Shares as expeditiously as is commercially reasonable.

A cash amount equal to the net proceeds of such sales (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Selling Agent, will be delivered to the Depositary for payment to such former ARC Shareholders who have made a Liquidity Option election. Each such former ARC Shareholder who has made a Liquidity Option election will receive a cash amount equal to such holder's pro rata interest in the net proceeds of the applicable sale of Shell Consideration Shares so sold by the Selling Agent. ARC Shareholders who elect the Liquidity Option will not receive any Shell Consideration Shares and will instead be entitled to receive their due proportion of such applicable net proceeds, rounded to the nearest \$0.01.

ARC Shareholders considering whether to make a Liquidity Option election should be aware that the net proceeds received from the sale of Shell Consideration Shares by the Selling Agent may be more or less than the implied value of such Shell Consideration Shares at the Effective Time, depending on prevailing market conditions at the time of sale. ARC Shareholders are encouraged to consult their own financial, legal and tax advisors in connection with any decision to elect the Liquidity Option.

If you are a registered ARC Shareholder, to make a valid election to receive the Liquidity Option, you must sign and return the Letter of Transmittal and make a proper election thereunder and return it with any certificate(s) representing ARC Shares, if applicable, to the Depositary.

The Liquidity Option is not available to Beneficial Shareholders who hold their ARC Shares through an intermediary/broker.

Currency Election

The payments of the Cash Consideration (and any cash in lieu of fractional Shell Consideration Shares, as applicable) to ARC Shareholders will be denominated in Canadian dollars. However, a registered ARC Shareholder can also elect to receive such amounts in U.S. dollars by checking the appropriate box in the Letter of Transmittal, in which case such registered ARC Shareholder will have acknowledged and agreed that, in respect of the Cash Consideration (and any cash in lieu of fractional Shell Consideration Shares), the exchange rate for one Canadian dollar expressed in U.S. dollars will be based on the exchange rate available to the Depositary at its typical banking institution on the date the funds are converted.

ARC Shareholders electing to have the payment of Cash Consideration (and any cash in lieu of fractional Shell

Consideration Shares, as applicable) paid in U.S. dollars will have further acknowledged and agreed that any change to the currency exchange rates of the United States or Canada will be at the sole risk of the ARC Shareholder. The Depositary may earn a commercially reasonable spread between the exchange rate used to convert payment amounts and the rate used by any counterparty from which it may purchase any elected currency. If an ARC Shareholder wishes to receive the cash component of the Consideration payable in U.S. dollars, the appropriate box in the Letter of Transmittal must be completed. Otherwise, all payments of the Cash Consideration (and any cash in lieu of fractional Shell Consideration Shares, as applicable) will be paid in Canadian dollars. The election to receive U.S. dollars must be made in the Letter of Transmittal and received by the Depositary at or prior to the Effective Date.

An election to receive U.S. dollars will have been properly made by a registered ARC Shareholder only if the Depositary has received a Letter of Transmittal at or prior to the Effective Date properly completed and signed and accompanied by the certificate(s), if applicable, for the ARC Shares to which the Letter of Transmittal relates, properly endorsed or otherwise in proper form for transfer, together with all other required documents.

Exchange Procedure

On the Effective Date, Shell shall deliver (or cause to be delivered) to the Depositary and the Nominee or the Selling Agent, as the case may be, an irrevocable direction to the transfer agent for Shell to issue sufficient Shell Consideration Shares to satisfy the aggregate Consideration payable to the ARC Shareholders in accordance with Section 3.1 of the Plan of Arrangement. Shell will also cause to be delivered to the Depositary the Cash Consideration, plus sufficient funds to satisfy any aggregate cash payment in lieu of fractional Shell Consideration Shares. Such cash and, once issued, Shell Consideration Shares shall be held by the Depositary and the Nominee or the Selling Agent, as the case may be, as agent and nominee for such former ARC Shareholders for distribution to such former ARC Shareholders in accordance with Article 3 of the Plan of Arrangement.

Upon the submission of a duly completed and executed Letter of Transmittal together with any certificate(s) that immediately prior to the Effective Time represented one or more outstanding ARC Shares, if applicable, that were exchanged for the Consideration in accordance with the terms of the Arrangement, together with such other documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate or ARC Shares evidenced by a DRS Advice will be entitled to receive in exchange therefor, and the Depositary will, following the Effective Time, arrange for:

- (i) in respect of each former ARC Shareholder that (A) is not an Ineligible Foreign Holder and (B) has not validly made a Liquidity Option election, delivery (in each case, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement) to such holder of (x) the relevant number of Shell Consideration Shares that such holder is entitled to receive in accordance with the terms of the Arrangement to be delivered to such holder directly by delivery of certificates or by crediting a CREST account supplied for such purpose by such holder, as applicable, and (y) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled in lieu of fractional Shell Consideration Shares, which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are aggregated and sold pursuant to the procedures set forth in the Plan of Arrangement;
- (ii) in respect of each former ARC Shareholder that is an Ineligible Foreign Holder, delivery (in each case, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement) of (x) the relevant number of Shell Consideration Shares that such holder is entitled to receive in accordance with the terms of the Arrangement (to the extent not already delivered to the Nominee) to the Nominee for sale on behalf of such former ARC Shareholder in accordance with the terms of the Arrangement (and the Nominee shall hold such Shell Consideration Shares for the benefit of, and as agent and nominee for, such former ARC Shareholders), and (y) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled in lieu of fractional Shell Consideration Shares which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are aggregated and sold pursuant to the procedures set forth in the Plan of Arrangement; or

- (iii) in respect of each former ARC Shareholder that has validly made a Liquidity Option election, delivery (in each case, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement) of (x) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing a cash amount equal to the net proceeds from the sale of all (but not less than all) of the Shell Consideration Shares to which it would be entitled pursuant to the Arrangement (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Selling Agent, as further described under "*Securities Law Matters – Liquidity Option*", and (y) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled in lieu of fractional Shell Consideration Shares which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are aggregated and sold pursuant to the procedures set forth in the Plan of Arrangement;

in each case, together, with any dividends or other distributions or returns of capital with respect thereto in accordance with the Plan of Arrangement and the certificate or ARC Shares evidenced by a DRS Advice so surrendered shall forthwith be cancelled. See the Letter of Transmittal for further details.

The Cash Consideration and Shell Consideration Shares, or in the case of an Ineligible Foreign Holder or an ARC Shareholder electing the Liquidity Option, the net proceeds from the sale of the Shell Consideration Shares that such holder would otherwise be entitled to receive (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Nominee, or Selling Agent, as applicable, will be delivered as soon as practicable after the later of the Effective Date and the date on which the Depositary receives a properly completed and duly and validly executed Letter of Transmittal, if applicable, together with any certificate(s), if applicable, formerly representing the ARC Shares exchanged under the Arrangement and such other documents and instruments as the Depositary may reasonably require. If you are a registered ARC Shareholder and have provided valid CREST account details in a validly completed and delivered Letter of Transmittal, you will receive the Shell Consideration Shares to which you are entitled in such CREST account as soon as practicable after the Effective Date. If you are a registered ARC Shareholder and (i) you have not provided valid CREST account details in your Letter of Transmittal; and (ii) you have not made a Liquidity Option election in your Letter of Transmittal, the Shell Consideration Shares to which you are entitled will be delivered in certificated form after the Effective Date following your delivery of a validly completed and duly executed Letter of Transmittal. See the Letter of Transmittal for further details.

If you are a registered ARC Shareholder and have provided valid CREST account details in a validly completed and delivered Letter of Transmittal, you will receive the Shell Consideration Shares to which you are entitled in such CREST account as soon as practicable after the Effective Date. If you are a registered ARC Shareholder and (i) you have not provided valid CREST account details in your Letter of Transmittal; and (ii) you have not made a Liquidity Option election in your Letter of Transmittal, the Shell Consideration Shares to which you are entitled will be delivered in certificated form after the Effective Date. See "*ARC Shareholders Receiving Shell Shares*" below and the Letter of Transmittal for further details.

Notwithstanding the above, if either of Shell or the Depositary reasonably believes that the transfer or delivery of Shell Shares from the Depositary to or at the direction of ARC Shareholders pursuant to Section 3.1(b)(i) of the Plan of Arrangement would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to certain of the exceptions set out in Section 3.7(b) of the Plan of Arrangement, the Depositary shall notify the relevant former ARC Shareholder of such fact (with reasonably sufficient detail as to the reason for such belief). In that case, the Depositary shall not be required to so transfer or deliver such Shell Consideration Shares until the Depositary receives from the relevant former ARC Shareholder (i) such documentation or evidence reasonably satisfactory to Shell or the Depositary (as applicable) that no such Stamp Taxes will arise on such transfer or delivery; (ii) sufficient funds (in Shell's or the Depositary's (as applicable) reasonable opinion) to pay any such Stamp Taxes as will arise on such transfer or delivery; or (iii) details of an alternative CREST account or person to whom such Shell Consideration Shares are to be delivered (such that Shell or the Depositary (as applicable)

no longer reasonably believes that the relevant transfer or delivery would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to the relevant exceptions set out in Section 3.7(b) of the Plan of Arrangement).

Under no circumstances will interest accrue or be paid by Shell, Shell Canada, ARC or the Depositary in respect of the cash portion of any Consideration (and any cash in lieu of fractional Shell Consideration Shares or the net cash proceeds of the sale of any Shell Consideration Shares, as applicable), regardless of any delay in making such payment.

Rights of Holders

From and after the Effective Date, each certificate or DRS Advice, if any, which immediately prior to the Effective Time represented one or more ARC Shares shall be deemed, at all times after the Effective Time, to represent only the right to receive, upon such surrender, the Consideration to which such former ARC Shareholder is entitled under the Arrangement, without interest and as adjusted for any rounding or withholding pursuant to the Plan of Arrangement.

ARC Shareholders Receiving Shell Shares

Beneficial Shareholders who will receive Shell Shares as Share Consideration under the Arrangement should be aware that such Shell Shares will not be available to trade on the LSE until such Shell Shares are deposited into a CREST account or sold through a broker that offers a certificated dealing service.

Registered ARC Shareholders who will receive Shell Shares as Share Consideration under the Arrangement in certificated form because they (i) have not provided valid CREST account details in the Letter of Transmittal and (ii) have not made a Liquidity Option election in their Letter of Transmittal, will also not be able to trade those Shell Shares on the LSE until such Shell Shares are deposited into a CREST account or sold through a broker that offers a certificated dealing service.

ARC Shareholders are cautioned that certain brokers, financial institutions, trust companies or other intermediaries may not be able to accept Shell Shares through a CREST account. Beneficial Shareholders should contact their broker/intermediary to confirm that the broker/intermediary has made appropriate arrangements to receive any Share Consideration through deposit to a CREST account pursuant to the Arrangement, and whether any additional steps are required on the part of the Beneficial Shareholder.

Settlement Information for Brokers, Investment Dealers, Financial Institutions, Trust Companies and Other Nominees in Respect of Shell Shares

Where ARC Shares are currently registered in the name of a nominee (e.g., CDS or CEDE & Co.), brokers, financial institutions, trust companies and other intermediaries are advised that, for ARC Shareholders who wish to have the Shell Shares they receive under the Arrangement credited into CREST accounts, CREST details must be provided to the Depositary or to the nominee (to be forwarded to the Depositary) by the Effective Time. Share certificates will be issued to CDS and DTC participants in the event that valid CREST account instructions are not provided by the CDS or DTC participant, as applicable, to the Depositary by the Effective Time. The CREST details provided must include the CREST Participant and CREST account, if applicable. If CREST account details are insufficient, invalid or there are no CREST account details provided, a share certificate representing the Shell Shares will automatically be issued according to participant registration instructions provided to the Depositary by CDS or DTC, as applicable. Shell Shares will not be available to trade on the LSE until the Shell Shares are deposited into a CREST account or sold through a broker that offers a certificated dealing service.

Notwithstanding the above, if either of Shell or the Depositary reasonably believes that the transfer or delivery of Shell Shares from the Depositary to or at the direction of ARC Shareholders pursuant to Section 3.1(b)(i) of the Plan of Arrangement would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to certain of the exceptions set out in Section 3.7(b) of the Plan of Arrangement, the Depositary shall notify the relevant former ARC Shareholder of such fact (with reasonably sufficient detail as to the reason for such belief). In that case, the Depositary shall not be required to so transfer or deliver such Shell

Consideration Shares until the Depositary receives from the relevant former ARC Shareholder (i) such documentation or evidence reasonably satisfactory to Shell or the Depositary (as applicable) that no such Stamp Taxes will arise on such transfer or delivery; (ii) sufficient funds (in Shell's or the Depositary's (as applicable) reasonable opinion) to pay any such Stamp Taxes as will arise on such transfer or delivery; or (iii) details of an alternative CREST account or person to whom such Shell Consideration Shares are to be delivered (such that Shell or the Depositary (as applicable) no longer reasonably believes that the relevant transfer or delivery would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to the relevant exceptions set out in Section 3.7(b) of the Plan of Arrangement).

Ineligible Foreign Holders

Any registered ARC Shareholder or Beneficial Shareholder who is determined by Shell to have a registered address, or who is located and/or resident, in a jurisdiction outside certain permitted jurisdictions will be considered an Ineligible Foreign Holder for purposes of the Arrangement, unless Shell is satisfied in its sole discretion that the issue of Shell Shares to such particular registered ARC Shareholder or Beneficial Shareholder in such jurisdiction is in compliance with applicable Laws without any requirement that a prospectus, registration statement or equivalent document be filed or the need for any further action on the part of Shell. For these purposes, Shell has identified that registered ARC Shareholders and Beneficial Shareholders having a registered address, or who are located and/or resident, in Hong Kong, South Africa or New Zealand will be Ineligible Foreign Holders.

No Shell Consideration Shares shall be issued under the Arrangement to any registered ARC Shareholder or Beneficial Shareholder that is an Ineligible Foreign Holder. Where an ARC Shareholder is identified to be an Ineligible Foreign Holder, the number of Shell Consideration Shares to which that ARC Shareholder would otherwise be entitled shall be delivered to the Nominee, who will sell those Shell Consideration Shares (for the benefit of, and as agent and nominee for, such Ineligible Foreign Holder) as soon as practicable following the Effective Time (at the risk of that Ineligible Foreign Holder) and pay the net proceeds received (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Nominee, to such Ineligible Foreign Holder in full satisfaction of such Ineligible Foreign Holder's right to receive Share Consideration under the Arrangement. In addition to such net proceeds, each Ineligible Foreign Holder will be entitled to receive payment of the aggregate Cash Consideration to which such ARC Shareholder is entitled and any cash payment in lieu of fractional Shell Consideration Shares.

Each Ineligible Foreign Holder shall only be entitled to dividends (if any) in respect of Shell Consideration Shares pursuant to the Plan of Arrangement until such time as the Nominee sells the applicable Shell Consideration Shares that were delivered to the Nominee, as outlined above.

Lost Certificates

If any certificate which, immediately prior to the Effective Time, represented one or more outstanding ARC Shares to be transferred or exchanged, as applicable, pursuant to Section 2.4 of the Plan of Arrangement has been lost, stolen or destroyed, then, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary shall issue and deliver, in exchange for such lost, stolen or destroyed certificate, the Consideration to which such holder is entitled pursuant to the Plan of Arrangement in accordance with such holder's Letter of Transmittal. In the case of ARC Shares held by an Ineligible Foreign Holder, the Depositary shall deliver notice to the Nominee of receipt of such affidavit. The Depositary shall also deliver any other amounts such holder is entitled to receive pursuant to Sections 3.3 and 3.8 of the Plan of Arrangement. ARC Shareholders whose certificates representing ARC Shares have been lost, stolen or destroyed may participate in Computershare's blanket bond program with Aviva Insurance Company of Canada as described in the Letter of Transmittal.

When authorizing the issuance and delivery of any Consideration in exchange for a lost, stolen or destroyed certificate, the Person to whom such Consideration is to be issued and delivered shall, as a condition precedent to such delivery, give a bond satisfactory to ARC, Shell and the Depositary, each acting reasonably, in such amount as ARC or Shell may direct, or otherwise indemnify ARC, Shell, Shell Canada and AcquisitionCo in a manner satisfactory to Shell and ARC, each acting reasonably, against any claim that may be made against Shell, ARC, Shell Canada or AcquisitionCo with respect to the certificate alleged to have been lost, stolen or destroyed.

Distributions with Respect to Unsurrendered Certificates

No dividends or other distributions or returns of capital payable on or in respect of Shell Consideration Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered ARC Share certificate or DRS Advice unless and until such holder has complied with Section 3.1 of the Plan of Arrangement or, in the case of a lost, stolen or destroyed certificate, Section 3.2 of the Plan of Arrangement, or until such amounts are surrendered and/or forfeited in accordance with Section 3.9 of the Plan of Arrangement. Such dividends, distributions and returns of capital shall be paid by Shell to the Depositary and held in trust for such holder, subject to applicable Law and any withholding pursuant to Section 3.6 of the Plan of Arrangement. For greater certainty, each Ineligible Foreign Holder shall only be entitled to dividends pursuant to Section 3.8 of the Plan of Arrangement until such time as the Nominee sells such Shell Consideration Shares in accordance with Section 3.4 of the Plan of Arrangement.

Withholding Taxes

Shell, ARC, Shell Canada, AcquisitionCo, the Depositary, the Nominee and the Selling Agent shall be entitled to deduct and withhold from any amounts payable or otherwise deliverable to any Person under the Plan of Arrangement and from all consideration, dividends, interest or other amounts payable or distributed to any former ARC Shareholder such amounts as Shell, ARC, Shell Canada, AcquisitionCo, the Depositary, the Nominee or the Selling Agent are required to deduct and withhold therefrom under any provision of any applicable Laws in respect of Taxes. To the extent that such amounts are so deducted, withheld and remitted to the relevant Governmental Entity, such amounts shall be treated for all purposes under the Plan of Arrangement as having been paid to the Person to whom such amounts would otherwise have been paid.

To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the cash portion of the Consideration otherwise payable (where applicable) to a former ARC Shareholder, Shell, Shell Canada, AcquisitionCo, ARC, the Depositary, the Nominee or the Selling Agent are hereby authorised to sell or otherwise dispose of such portion of any non-cash consideration (for the avoidance of doubt, including any Shell Consideration Shares comprising the Consideration), on behalf of such holder, as is necessary to provide sufficient funds to Shell, Shell Canada, AcquisitionCo, ARC, the Depositary, the Nominee or the Selling Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and Shell, Shell Canada, AcquisitionCo, ARC, the Depositary, the Nominee or the Selling Agent shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale or disposition (after deduction of all reasonable out-of-pocket expenses and commissions incurred in connection with such sales) to such holder.

Stamp Taxes

Save in the circumstances set out in the immediately following paragraph, Shell shall be responsible for and shall ensure that there are paid any and all Stamp Taxes payable in connection with the transfer of ARC Shares to AcquisitionCo, the transfer, delivery, issuance and/or allotment of Shell Shares to the Depositary or the Nominee and/or a Selling Agent (or to any person holding for and on behalf of the Depositary, the Nominee or the Selling Agent) and/or the transfer or delivery of Shell Shares from the Depositary to, where ARC Shareholders elect to hold or automatically receive their Shell Shares in certificated form, such ARC Shareholders or, where ARC Shareholders elect to hold their Shell Shares within CREST, to such CREST accounts as are specified pursuant to Section 3.1(b)(i) of the Plan of Arrangement, in each case pursuant to the Plan of Arrangement (collectively, for the purposes of this sub-paragraph, the "**Specified Transactions**"), and none of the ARC Shareholders, the Depositary, the Nominee, or a Selling Agent or any of their respective affiliates shall be responsible for any Stamp Taxes payable in connection with the Specified Transactions, whether arising as a result of a change of law or otherwise.

Shell shall not be responsible for, or for ensuring there is paid: (i) any Stamp Taxes arising pursuant to any of sections 67, 70, 93 or 96 of the United Kingdom Finance Act 1986 (or any similar provision regarding depositary receipt systems or clearance services, whether in force now or in future) to the extent that such Stamp Taxes (x) exceed the Stamp Taxes that would have arisen if the existence and effect of such provisions were ignored, and (y) are not DR/CS Nominee-Linked Stamp Taxes; (ii) any Stamp Taxes arising in respect of any sale by a Selling Agent on behalf of former ARC Shareholders in accordance with and pursuant to Section 3.3(b) of the Plan of Arrangement (in relation to dealing with fractional entitlements), provided such Stamp Taxes are not DR/CS Nominee-Linked Stamp Taxes; (iii) any Stamp Taxes arising in respect of any sale or other transfer of (or agreement to transfer) beneficial ownership

of Shell Shares by former ARC Shareholders or any of their affiliates (or the Depositary, the Nominee or a Selling Agent, as applicable, on their behalf, including pursuant to Section 3.4 or Section 3.10 of the Plan of Arrangement), provided such Stamp Taxes are not DR/CS Nominee-Linked Stamp Taxes; (iv) any Stamp Taxes to the extent arising as a result of a change in law coming into force on or after the date that is three (3) months after the Effective Date; or (v) any Stamp Taxes imposed by the laws of any jurisdiction other than Canada or the United Kingdom. To the extent former ARC Shareholders are liable under applicable law for any of the foregoing Stamp Taxes, such former ARC Shareholders may be required to pay or account for such Stamp Taxes to the relevant Tax Authority or reimburse another person for such Stamp Taxes, and shall have no right to reimbursement from or claim against Shell in respect of such Stamp Taxes. In addition, if either of Shell or the Depositary is required to (and does) incur any of the foregoing Stamp Taxes, a former ARC Shareholder may be required to reimburse Shell or the Depositary (as applicable) for such Stamp Taxes.

Notwithstanding the above, if either of Shell or the Depositary reasonably believes that the transfer or delivery of Shell Shares from the Depositary to or at the direction of ARC Shareholders pursuant to Section 3.1(b)(i) of the Plan of Arrangement would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to certain of the exceptions set out in Section 3.7(b) of the Plan of Arrangement, the Depositary shall notify the relevant former ARC Shareholder of such fact (with reasonably sufficient detail as to the reason for such belief). In that case, the Depositary shall not be required to so transfer or deliver such Shell Consideration Shares until the Depositary receives from the relevant former ARC Shareholder (i) such documentation or evidence reasonably satisfactory to Shell or the Depositary (as applicable) that no such Stamp Taxes will arise on such transfer or delivery; (ii) sufficient funds (in Shell's or the Depositary's (as applicable) reasonable opinion) to pay any such Stamp Taxes as will arise on such transfer or delivery; or (iii) details of an alternative CREST account or person to whom such Shell Consideration Shares are to be delivered (such that Shell or the Depositary (as applicable) no longer reasonably believes that the relevant transfer or delivery would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to the relevant exceptions set out in Section 3.7(b) of the Plan of Arrangement).

No Fractional Shell Shares

No fractional Shell Consideration Shares will be issued under the Plan of Arrangement. If a former ARC Shareholder would otherwise be entitled to receive a fractional Shell Consideration Share, the number of Shell Consideration Shares to be delivered to such former ARC Shareholder will be rounded down to the nearest whole Shell Consideration Share, and such former ARC Shareholder will receive, at Shell's election: (i) a cash payment equal to such fractional interest multiplied by the opening LSE price of a Shell Share four (4) Business Days before the Effective Date, converted to Canadian dollars at the applicable Bank of Canada rate, and rounded to the nearest \$0.01; or (ii) such former ARC Shareholder's due proportion of the net proceeds from the sale of aggregated fractional entitlements (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), in lieu of such fractional Shell Consideration Share in accordance with the Plan of Arrangement.

The cash payment will be converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Selling Agent, as applicable, in accordance with the Plan of Arrangement. In calculating fractional interests, all ARC Shares registered in the name of, or beneficially held by, such former ARC Shareholder or its nominee(s), will be aggregated.

Cancellation of Rights After Three Years

To the extent that a former ARC Shareholder has not complied with the provisions of the Plan of Arrangement in respect of certificates and payments and/or lost certificates, on or before the date that is three years after the Effective Date (the "**Final Proscription Date**"), then the Consideration that such former ARC Shareholder was entitled to receive will terminate and be deemed to be surrendered and forfeited in accordance with the Plan of Arrangement, and the interest of the former ARC Shareholder in such Shell Shares (including any dividend or other distributions or return of capital) to which such ARC Shareholder was entitled will be terminated as of such Final Proscription Date, and the certificates formerly representing ARC Shares will cease to represent a right or claim of any kind or nature as of such Final Proscription Date. Any payment made by way of cheque by the Depositary, the Nominee or the Selling Agent pursuant to the Plan of Arrangement that has not been deposited or has been returned to the Depositary, the Nominee or the Selling Agent, as applicable, or that otherwise remains unclaimed, in each case, on or before the Final

Proscription Date will cease to represent a right or claim of any kind or nature and the right of any ARC Shareholder to receive the Consideration pursuant to the Plan of Arrangement will terminate and be deemed to be surrendered and forfeited.

Return of ARC Shares

In the event that the Arrangement does not proceed, any deposited ARC Shares delivered with a related Letter of Transmittal (and any other relevant documents) will be returned to the applicable depositing ARC Shareholder in the name of and to the address specified in the Letter of Transmittal or, if no name or address is specified, at the name and address shown on the register of ARC Shareholders maintained by Computershare, as transfer agent and registrar for the ARC Shares.

Mail Service Interruption

Notwithstanding the information in this Circular or the provisions of the Letter of Transmittal, the Arrangement Agreement or Plan of Arrangement, certificate(s) representing Shell Consideration Shares and certificate(s) representing ARC Shares to be returned if applicable, will not be mailed if Shell and ARC determine that delivery thereof by mail may be delayed.

Persons entitled to certificates and other relevant documents which are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary at which the deposited ARC 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 Shell has determined that delivery by mail will no longer be delayed. Notwithstanding the foregoing, certificates and other relevant documents which are 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 ARC Shares were deposited and payment for those ARC Shares shall be deemed to have been immediately made upon such deposit.

None of ARC, Shell, Shell Canada or the Depositary are liable for failure to notify ARC Shareholders, nor do they have any obligation to notify ARC Shareholders, who make a deficient deposit with the Depositary.

INTERESTS OF CERTAIN PERSONS OR COMPANIES IN THE ARRANGEMENT

Except as described below, management of ARC is not aware of any material interest direct or indirect, by way of beneficial ownership or otherwise of any director or executive officer of ARC, or anyone who has held office as such since the beginning of ARC's last financial year or of any associate or affiliate of any of the foregoing in the Arrangement.

ARC Shares

As at June 1, 2026, the directors and executive officers of ARC and their associates beneficially own, control or direct, directly or indirectly, an aggregate of 1,516,424.37 ARC Shares, representing approximately 0.27% of the outstanding ARC Shares (on a non-diluted basis). Pursuant to ARC Support Agreements, the directors and certain executive officers of ARC agreed with Shell to, among other things, vote such ARC Shares in favour of the Arrangement Resolution. See "*The Arrangement – ARC Support Agreements*".

All of the ARC Shares held by such directors and executive officers of ARC and their associates will be exchanged in the same fashion under the Arrangement as ARC Shares held by any other ARC Shareholder.

ARC Incentive Awards

As at June 1, 2026, the directors and executive officers of ARC held an aggregate of: (a) 1,231,806.92 ARC DSUs, representing 100% of the outstanding ARC DSUs; (b) no ARC Options, representing 0% of the outstanding ARC Options; (c) 1,312,267.27 ARC PSUs, representing 51.65% of the outstanding ARC PSUs; (d) 221,713.04 ARC RSUs,

representing 17.22% of the outstanding ARC RSUs; and (e) 411,228.32 ARC LTRsAs, representing 54.78% of the outstanding ARC LTRsAs.

At the Effective Time, the number of outstanding ARC PSUs will be increased by two times as a result of the performance multiplier approved by the ARC Board. In addition, the ARC Board approved the acceleration, to immediately prior to the Effective Time, of the award of ARC RSUs and ARC PSUs with an aggregate value of \$19,046,218 (including \$7,190,000 to executive officers), which had originally been approved in February 2026 and were scheduled to be awarded in September 2026 in the ordinary course. The number of additional ARC RSUs and ARC PSUs issuable at the Effective Date will be determined based on the 5-Day VWAP of the ARC Shares for the five trading days ending on the date of such issuance. Such ARC PSUs will be subject to the application of the two times performance multiplier.

In addition, it is anticipated that additional ARC DSUs will be issued to directors pursuant to ordinary course quarterly issuances prior to the Effective Date.

For information on the treatment of the ARC Incentive Awards pursuant to the terms of the Arrangement, see "*The Arrangement – ARC Incentive Awards*".

Pursuant to the ARC Support Agreements, the ARC Supporting Shareholders have agreed, in their capacities as holders of certain ARC Incentive Awards, that, to the extent that any ARC Incentive Awards have any voting rights, any such voting rights are, under the ARC Support Agreements, voted in favour of the Arrangement and the Arrangement Resolution. See "*The Arrangement – ARC Support Agreements*".

If the Arrangement is completed, the directors and Specified Officers of ARC and their associates will receive Shell Shares and Cash Consideration based on their ARC Shares and a cash payment for their ARC Incentive Awards held. The executive officers of ARC that are Continuing Individuals will receive Shell Shares and Cash Consideration based on their ARC Shares and their ARC Incentive Awards will continue to be governed by their existing terms and conditions, as adjusted pursuant to the Arrangement Agreement. No payments will be received by any Continuing Individuals with respect to their ARC Incentive Awards.

The ARC Shares and ARC Incentive Awards held by each director, executive officer and insider of ARC are set out in the table below under "*Ownership of Securities of ARC*".

Employment Agreements

ARC is party to the ARC Executive Employment Agreements with each member of ARC's executive team.

Termination Benefits

The termination payments contained within the ARC Executive Employment Agreements are summarized below.

Pursuant to the ARC Executive Employment Agreements, if the executive's employment is terminated without just cause, each executive officer is entitled to severance payments including: (i) one and one-half times the executive officer's current base salary (two times for the President and Chief Executive Officer and one and three-quarter times for the Senior Vice President & Chief Financial Officer and the Senior Vice President & Chief Operating Officer); (ii) 18% of such amounts in lieu of benefits and perquisites; and (iii) one and one-half times the average cash performance bonus paid to the executive officer in the three (3) calendar years prior to the termination date (two times for the President and Chief Executive Officer and one and three-quarter times for the Senior Vice President & Chief Financial Officer and the Senior Vice President & Chief Operating Officer); (iv) payment of any cash performance bonus awarded by the Board prior to the termination date but not yet paid to the executive; and (v) if the executive has been employed for more than six (6) months of the calendar year of the termination date, a payment equal to the average cash performance bonus paid to the executive officer in the three (3) calendar years prior to the termination date, prorated for the period of time the executive was employed during the year of the termination date.

Pursuant to the Arrangement Agreement, ARC RSUs and ARC PSUs held by Departing Individuals will vest and be settled for cash at the Effective Time at the Settlement Price, and ARC DSUs held by directors will be settled for cash at the Settlement Price. ARC RSUs and ARC PSUs held by Continuing Individuals will not be accelerated and will be adjusted to track Shell Shares by application of the Conversion Factor and will continue in accordance with their existing terms, as adjusted pursuant to the Arrangement Agreement. See "*The Arrangement – ARC Incentive Awards*", "*Interests of Certain Persons or Companies in the Arrangement – ARC Incentive Awards*" and "*Interests of Certain Persons or Companies in the Arrangement – Ownership of Securities of ARC*".

Each director and Specified Officer of ARC will resign at the Effective Time. Pursuant to the Arrangement Agreement, ARC has agreed to use commercially reasonable efforts to obtain and deliver to Shell on or prior to the Effective Date, resignations and mutual releases from each of the Specified Officers. Accordingly, if the Arrangement is completed, the Specified Officers will, in the aggregate, receive approximately \$98,100,553.53 in severance (which amounts include payments for their ARC Incentive Awards) in connection with the Arrangement.

The executive severance to be received by each Specified Officer is set out in the table below under "*Ownership of Securities of ARC*".

ARC Executive Employment Amending Agreements

Effective as of the execution date of the Original Arrangement Agreement, ARC entered into executive employment amending agreements with each ARC executive holding the title of "Vice President" or any more senior position (that is not a Specified Officer), amending their respective ARC Executive Employment Agreements.

Pursuant to the ARC Executive Employment Amending Agreements, conditional upon the completion of the Arrangement, each executive (that is not a Specified Officer) has agreed not to resign from their employment with ARC for a period of twelve (12) months following the Effective Date. In addition, for a period of twenty-four (24) months following the Effective Date, if the executive's employment is terminated without cause, or, if the executive elects, for any reason, to terminate their employment by providing thirty (30) days' notice at any time between twelve (12) and twenty-four (24) months following the Effective Date, the executive would be entitled to: (i) the severance payments provided under their ARC Executive Employment Agreement; and (ii) full acceleration, vesting and payout of all outstanding ARC RSUs and ARC PSUs. The ARC Executive Employment Amending Agreements automatically terminate on the next day following the 24-month period.

Bonus Payments

Subject to completion of the Arrangement, ARC will pay, or cause to be paid, to each ARC Employee as at the Effective Time an amount in cash equal to such employee's share, as determined by ARC, of the annual bonus pool established by the ARC Board for the period ended on the Effective Date, and as previously disclosed by ARC to Shell.

Continuing Insurance Coverage for Directors and Officers of ARC

Prior to the Effective Time, ARC will purchase customary "tail" policies of directors' and officers' liability insurance having a coverage period beginning at the Effective Time and continuing for a period of up to six years from 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 ARC will survive the completion of the Arrangement, and ARC and any successor to ARC 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 ARC pursuant to the provisions of the articles, by-laws or other constating documents of ARC, applicable corporate legislation and any written indemnity agreements (and each of them), which have been entered into between ARC and its past or current officers or directors effective on or prior to the Agreement Date.

From and after the Effective Time, if Shell 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 then, in each case, Shell shall cause proper provision to be made so that the successor and assign of Shell or all or substantially all of its properties and assets, as the case may be, assumes the obligations set forth in Section 5.9(b) of the Arrangement Agreement.

Shell Shares

As at the Record Date, ARC did not beneficially own, control or direct, directly or indirectly, any Shell Shares. As at the Record Date, the directors and executive officers of ARC beneficially owned, controlled and directed, directly or indirectly, in aggregate, less than 1% of the issued and outstanding Shell Shares.

Ownership of Securities of ARC

To the knowledge of ARC, after reasonable inquiry, the following table indicates, as at June 1, 2026, the number of securities of ARC beneficially owned or over which control or direction is exercised, by each director and executive officer of ARC and each former director and executive officer of ARC who held office as such since the beginning of ARC's last financial year, 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 ARC in the Arrangement. The ARC Board was aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by ARC Shareholders.

Name and Position	Number / Percentage of ARC Shares held ⁽¹⁾	Number / Percentage of ARC LTRSAs held ⁽²⁾	Number / Percentage of ARC RSUs held ⁽³⁾	Number / Percentage of ARC PSUs held ⁽⁴⁾	Number / Percentage of ARC DSUs held ⁽⁵⁾	Number of Shell Shares Issuable Pursuant to the Arrangement ⁽⁶⁾	Cash Consideration to be Paid Pursuant to the Arrangement ⁽⁷⁾	Cash to be Paid at the Effective Time Pursuant to ARC Incentive Awards / Severance Payments
Terry M. Anderson President & Chief Executive Officer, Director	358,520.47 /0.063%	173,098.73 /23.06%	77,297.08 /6.00%	463,820.06 /18.25%	Nil	213,960.78	\$4,359,277.44	\$42,279,999.47 ⁽⁸⁾
Kristen J. Bibby Senior Vice President & Chief Financial Officer	134,077.23 /0.024%	60,619.83/ 8.08%	30,576.21 /2.37%	180,577.03 /7.11%	Nil	78,359.73	\$1,596,515.89	\$17,331,690.64 ⁽⁸⁾
Armin Jahangiri Senior Vice President & Chief Operating Officer	58,561.60 /0.010%	50,910.26 /6.78%	32,819.44 /2.55%	188,251.30 /7.41%	Nil	44,059.14	\$897,669.25	\$18,104,828.26 ⁽⁸⁾
Ryan V. Berrett Senior Vice President, Marketing	31,260.85 /0.006%	41,362.02 /5.51%	19,897.04 /1.55%	116,756.85 /4.60%	Nil	29,228.53	\$595,507.53	\$11,431,393.45 ⁽⁸⁾

Name and Position	Number / Percentage of ARC Shares held (1)	Number / Percentage of ARC LTRSAs held (2)	Number / Percentage of ARC RSUs held (3)	Number / Percentage of ARC PSUs held (4)	Number / Percentage of ARC DSUs held (5)	Number of Shell Shares Issuable Pursuant to the Arrangement (6)	Cash Consideration to be Paid Pursuant to the Arrangement (7)	Cash to be Paid at the Effective Time Pursuant to ARC Incentive Awards / Severance Payments
Lisa A. Olsen Senior Vice President, People & Corporate	89,747.10 /0.016%	41,676.10 /5.55%	15,413.97 /1.20%	90,203.12 /3.55%	Nil	52,893.90	\$1,077,670.24	\$8,952,641.71 ⁽⁸⁾
Sean R. A. Calder Vice President, Field Operations	55,896.00 /0.010%	43,561.38 /5.80%	9,724.26 /0.76%	59,832.55 /2.35%	Nil	40,028.61	\$815,550.52	Nil ⁽⁹⁾
Michael C. Capon Vice President, Information Technology	8,661.10 /0.002%	Nil	5,348.69 /0.42%	29,700.72 /1.17%	Nil	3,485.83	\$71,021.02	Nil ⁽⁹⁾
Kristin L. Cerny Vice President, Finance	15,511.53 /0.003%	Nil	6,777.06 /0.53%	40,303.42 /1.59%	Nil	6,242.93	\$127,194.55	Nil ⁽⁹⁾
Brian R. Groundwater Vice President, Engineering & Geoscience	17,300 /0.003%	Nil	7,967.05 /0.62%	48,536.21 /1.91%	Nil	6,962.73	\$141,860.00	Nil ⁽⁹⁾
Tejay D. Haugen Vice President, Operations Planning	7,012.49 /0.001%	Nil	7,625.91 /0.59%	44,681.37 /1.76%	Nil	2,822.32	\$57,502.42	Nil ⁽⁹⁾
Sean W. Stuart Vice President, Capital Operations	53,230 /0.009%	Nil	8,266.33 /0.64%	49,604.63 /1.95%	Nil	21,423.48	\$436,486.00	Nil ⁽⁹⁾
Michael R. Culbert Director, Chair of the ARC Board	28,547 /0.005%	Nil	Nil	Nil	20,052.31 /1.63%	11,489.31	\$234,085.40	\$792,090.77 ⁽¹⁰⁾
Carol T. Banducci Director	12,462 /0.002%	Nil	Nil	Nil	55,671.61 /4.52%	5,015.58	\$102,188.40	\$1,878,951.74 ⁽¹⁰⁾
David R. Collyer Director	20,000 /0.004%	Nil	Nil	Nil	139,529.37 /11.33%	8,049.40	\$164,000.00	\$4,516,058.22 ⁽¹⁰⁾
Hugh H. Connett Director	1,500 /0.0003%	Nil	Nil	Nil	13,015.18 /1.06%	603.71	\$12,300.00	\$479,651.39 ⁽¹⁰⁾
Harold N. Kvisle Director	172,000 /0.030%	Nil	Nil	Nil	491,956.59 /39.94%	69,224.84	\$1,410,400.00	\$15,773,743.04 ⁽¹⁰⁾

Name and Position	Number / Percentage of ARC Shares held (1)	Number / Percentage of ARC LTRSAs held (2)	Number / Percentage of ARC RSUs held (3)	Number / Percentage of ARC PSUs held (4)	Number / Percentage of ARC DSUs held (5)	Number of Shell Shares Issuable Pursuant to the Arrangement (6)	Cash Consideration to be Paid Pursuant to the Arrangement (7)	Cash to be Paid at the Effective Time Pursuant to ARC Incentive Awards / Severance Payments
Denise S. Man Director	Nil	Nil	Nil	Nil	8,871.92 /0.72%	Nil	Nil	\$392,082.36 ⁽¹⁰⁾
Michael G. McAllister Director	130,738 /0.023%	Nil	Nil	Nil	53,176.69 /4.32%	52,618.12	\$1,072,051.60	\$1,755,619.56 ⁽¹⁰⁾
Marty L. Proctor Director	251,909 /0.045%	Nil	Nil	Nil	45,137.64 /3.66%	101,385.82	\$2,065,653.80	\$1,505,295.04 ⁽¹⁰⁾
M. Jacqueline Sheppard Director	8,864 /0.002%	Nil	Nil	Nil	238,826.50 /19.39%	3,567.49	\$72,684.80	\$7,706,403.13 ⁽¹⁰⁾
Leontine van Leeuwen-Atkins Director	Nil	Nil	Nil	Nil	164,751.32 /13.37%	Nil	Nil	\$5,306,803.06 ⁽¹⁰⁾
Jonathan A. Wright Director	60,626 /0.012%	Nil	Nil	Nil	817.80 /0.07%	24,400.15	\$497,133.20	\$92,129.45 ⁽¹⁰⁾
Total:	1,516,424.37 0.27%	411,228.32 /54.78%	221,713.04 17.22%	1,312,267.27 /51.65%	1,231,806.92 /100.00%	775,822.38	\$15,806,752.06	\$138,299,381.30

Notes:

- (1) Reflects the number of ARC Shares held as of June 1, 2026. As of June 1, 2026, there were 566,464,304 ARC Shares outstanding.
- (2) As of June 1, 2026, there were 750,631.84 ARC LTRSAs outstanding. Effective immediately prior to the completion of the Arrangement, all ARC Shares held in trust pursuant to the ARC LTRSA Plan shall be released to the holders of such ARC LTRSAs. Each ARC LTRSA entitles the holder thereof to one ARC Share.
- (3) As of June 1, 2026, there were 1,287,643.93 ARC RSUs outstanding. The number of ARC RSUs set forth above does not include the issuance of the additional ARC RSUs to be issued immediately prior to the Effective Time. See "*ARC Incentive Awards*" above.
- (4) As of June 1, 2026, there were 2,540,879.28 ARC PSUs outstanding. The number of ARC PSUs set forth above does not reflect the two times performance multiplier approved by the ARC Board for all outstanding ARC PSUs, which will be applied at the Effective Time, or include the issuance of the additional ARC PSUs to be issued immediately prior to the Effective Time. See "*ARC Incentive Awards*" above.
- (5) As of June 1, 2026, there were 1,231,806.92 ARC DSUs outstanding. The number of ARC DSUs set forth above does not include (i) the quarterly grant of ARC DSUs to directors for the second quarter of 2026, or (ii) the pro rata portion of the quarterly grant of ARC DSUs to be issued to directors prior to the Effective Time in respect of the third quarter of 2026.
- (6) Calculated based on the number of ARC Shares and ARC LTRSAs held multiplied by the Share Consideration.
- (7) Calculated based on the number of ARC Shares and ARC LTRSAs held multiplied by the Cash Consideration.
- (8) Includes: (i) additional ARC RSUs and ARC PSUs anticipated to be issued immediately prior to the Effective Date, which has been calculated based on the 5-Day VWAP for the ARC Shares for the five trading days ending on June 1, 2026 (being \$31.24 per ARC Share); (ii) the payout value of such executive officer's ARC RSUs and ARC PSUs, which has been calculated as the number of ARC RSUs and ARC PSUs held by the applicable Departing Individual and, in the case of ARC PSUs, after applying the two times performance multiplier as approved by the ARC Board, multiplied by a settlement price of \$31.77, being: (A) \$8.20 in cash; plus (B) \$23.57, representing the value of 0.40247 of a Shell Share, based on the 5-Day VWAP of the Shell Shares for the five trading days ending on June 1, 2026 (using a Bank of Canada exchange rate of 1.8610 as of June 1, 2026); and (iii) the aggregate cash payment (prior to withholdings) to be paid to each such Departing Individual assuming an Effective Date of August 31, 2026, and a termination of employment on a without cause basis on such date, including amounts in respect of salary, bonus, benefits and perquisites over the applicable severance period according to the executive officer's ARC Executive Employment Agreement (but does not include amounts for accrued vacation pay that may be owed to the executive officer at the Effective Time). For the purposes of settling any ARC RSUs and ARC PSUs held by Departing Individuals on the Effective Date, the Settlement Price will be equal to: (i) \$8.20 in cash; plus (ii) the

value of 0.40247 of a Shell Share, with such value determined based on the 5-Day VWAP of the Shell Shares for the five trading days ending on the trading day immediately preceding the Effective Date (using the Bank of Canada exchange rate on such date). See "*Interests of Certain Persons or Companies in the Arrangement – Employment Agreements – Termination and Change of Control Benefits*", "*The Arrangement – ARC Incentive Awards*" and "*Interests in Certain Persons or Companies in the Arrangement – ARC Incentive Awards*".

- (9) Such executive officers are Continuing Individuals and accordingly will not be paid any severance amount or amounts in respect of their ARC Incentive Awards on or prior to the Effective Date. Each ARC RSU and ARC PSU (including any additional ARC RSUs and ARC PSUs anticipated to be issued immediately prior to the Effective Date and, in the case of ARC PSUs, after applying the two times performance multiplier as approved by the ARC Board) held by Continuing Individuals shall be adjusted to track the Shell Shares with the number of Shell Shares underlying each ARC RSU and ARC PSU determined by applying the Conversion Factor, being the: (i) 5-Day VWAP of the ARC Shares for the five trading days ending on the trading day immediately preceding the Effective Date; divided by (ii) the 5-Day VWAP of the Shell Shares for the five trading days ending on the trading day immediately preceding the Effective Date (using the Bank of Canada exchange rate on such date), to the number of ARC RSUs and ARC PSUs held. See "*The Arrangement – ARC Incentive Awards*" and "*Interests in Certain Persons or Companies in the Arrangement – ARC Incentive Awards*" above.
- (10) Includes: (i) any additional ARC DSUs anticipated to be issued to such director prior to the Effective Time, and assuming an Effective Date of August 31, 2026 for purposes of prorating the third quarter award; and (ii) the payout value of such director's ARC DSUs, which has been calculated as the number of ARC DSUs held by the applicable Departing Individual multiplied by a settlement price of \$31.77, being: (A) \$8.20 in cash; plus (B) \$23.57, representing the value of 0.40247 of a Shell Share, based on the 5-Day VWAP of the Shell Shares for the five trading days ending on June 1, 2026 (using a Bank of Canada exchange rate of 1.8610 as of June 1, 2026). The Settlement Price for the purposes of settling the ARC DSUs held by Departing Individuals will be an amount equal to the number of ARC DSUs held by such Departing Individual multiplied by the Settlement Price being: (i) \$8.20 in cash; plus (ii) the value of 0.40247 of a Shell Share, with such value determined based on the 5-Day VWAP of the Shell Shares for the five trading days ending on the trading day immediately preceding the Effective Date (using the Bank of Canada exchange rate on such date). See "*The Arrangement – ARC Incentive Awards*" and "*Interests in Certain Persons or Companies in the Arrangement – ARC Incentive Awards*".
- (11) No former directors or executive officers of ARC who held such office since January 1, 2025 hold any ARC Incentive Awards and all former directors and executive officers of ARC who continue to hold ARC Shares will be treated in the same manner as the ARC Shareholders (other than current directors and executive officers) under the Arrangement.
- (12) Figures set forth above may not match public filings on SEDI due to the semi-annual filings made by ARC on SEDI in connection with the issuance of ARC Incentive Awards as a result of the payment of cash dividends.
- (13) No directors or officers of ARC hold any ARC Options.

See "*The Arrangement – ARC Support Agreements*".

DISSENT RIGHTS

The following description of the rights of Dissenting ARC Shareholders is not a comprehensive statement of the procedures to be followed by a Dissenting ARC Shareholder who seeks payment of the fair value of such holder's ARC 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 the Amending Agreement included in 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 E. A Dissenting ARC 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 ARC 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 ARC Shareholder's right to dissent.

The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein.

Under the Interim Order, a registered ARC 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 AcquisitionCo the fair value of the ARC 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 Arrangement Resolution is approved by ARC Shareholders. **A registered ARC Shareholder may dissent only with respect to all of the ARC Shares held by such holder or on behalf of any one beneficial owner and registered in the Dissenting ARC Shareholder's name. Beneficial Shareholders who wish to dissent should be aware that only the registered owner of such ARC Shares is entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the ARC 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 Arrangement Resolution is required to be received by the Corporation or, alternatively, make arrangements for the registered holder of such ARC Shares to dissent on behalf of the Beneficial Shareholder.**

A registered ARC Shareholder wishing to exercise Dissent Rights with respect to the Arrangement must send to ARC a written objection to the Arrangement Resolution, which written objection must be received by ARC, c/o 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, by 5:00 p.m. (Mountain time) on July 10, 2026 (or, if the ARC Meeting is adjourned or postponed, no later than 5:00 p.m. (Mountain time) on the Business Day that is two (2) Business Days prior to the date on which the ARC 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 Arrangement Resolution, whether in person or by proxy, shall not constitute a written objection to the Arrangement Resolution. An ARC Shareholder may only exercise its Dissent Rights in respect of all, and not less than all, of its ARC Shares.

An application may be made to the Court by ARC or by a Dissenting ARC Shareholder after adoption of the Arrangement Resolution to fix the fair value of the Dissenting ARC Shareholder's ARC Shares. If such an application to the Court is made by either ARC or a Dissenting ARC Shareholder, ARC must, unless the Court otherwise orders, send to each Dissenting ARC Shareholder a written offer to pay such Person an amount considered by the ARC Board to be the fair value of the ARC Shares formerly held by such Dissenting ARC Shareholder. The offer, unless the Court otherwise orders, will be sent to each Dissenting ARC Shareholder at least 10 days before the date on which the application is returnable, if ARC is the applicant, or within 10 days after ARC is served with notice of the application, if a Dissenting ARC Shareholder is the applicant. The offer will be made on the same terms to each Dissenting ARC Shareholder and will be accompanied by a statement showing how the fair value was determined.

In such circumstances, a Dissenting ARC Shareholder may make an agreement with ARC for the purchase of such Dissenting ARC Shareholder's ARC Shares in the amount of ARC's offer (or otherwise) at any time before the Court pronounces an order fixing the fair value of the ARC Shares.

A Dissenting ARC 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 ARC Shares of all Dissenting ARC Shareholders who are parties to the application, giving judgment in that amount against ARC and in favour of each of those Dissenting ARC Shareholders, and fixing the time within which ARC must pay that amount payable to the Dissenting ARC Shareholders. The Court may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting ARC Shareholder calculated from the date on which the Dissenting ARC Shareholder ceases to have any rights as an ARC Shareholder until the date of payment.

After the Effective Date, or upon the making of an agreement between ARC and the Dissenting ARC Shareholder as to the payment to be made by ARC to the Dissenting ARC Shareholder, or the pronouncement of a Court order, whichever first occurs, the Dissenting ARC Shareholder will cease to have any rights as an ARC Shareholder other than the right to be paid the fair value of such Dissenting ARC Shareholder's ARC Shares in the amount agreed to between ARC and the Dissenting ARC Shareholder or in the amount of the judgment, as the case may be. Until one of these events occurs, the Dissenting ARC Shareholder may withdraw such Dissenting ARC Shareholder's notice of objection, or, if the Arrangement has not yet become effective, the Corporation may rescind the Arrangement Resolution, and, in either event, the dissent and appraisal proceedings in respect of that Dissenting ARC Shareholder will be discontinued.

ARC shall not make a payment to a Dissenting ARC Shareholder under section 191 of the ABCA if there are reasonable grounds for believing that ARC 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 ARC would thereby be less than the aggregate of its liabilities. In such event, ARC shall notify each Dissenting ARC Shareholder that it is lawfully unable to pay Dissenting ARC Shareholders for their ARC Shares in which case the Dissenting ARC Shareholder may, by written notice to ARC within 30 days after receipt of such notice, withdraw such holder's written objection, in which case such Dissenting ARC Shareholder shall, in accordance with the Interim Order, be deemed to have participated in the Arrangement as an ARC Shareholder. If the Dissenting ARC Shareholder does not withdraw such holder's written objection such Dissenting ARC Shareholder retains status as a claimant against ARC to be paid as soon as ARC is lawfully entitled to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of ARC but prior to its shareholders.

Dissenting ARC Shareholders who duly exercise their Dissent Rights, and who are ultimately entitled to be paid the fair value for their ARC Shares, will be deemed under the Arrangement to have transferred their ARC Shares to AcquisitionCo, as of the Effective Time and without any further act or formality and free and clear of any Encumbrances, in exchange for the right to be paid the fair value of their ARC Shares by AcquisitionCo. Such Dissenting ARC Shareholders will not be entitled to any other payment or Consideration, including any payment that would be payable under the Arrangement.

Dissenting ARC Shareholders who ultimately are not entitled, for any reason, to be paid the fair value for their ARC Shares shall be deemed to have participated in the Arrangement, commencing on the Effective Time, on the same basis as a non-dissenting ARC Shareholder, and each such Dissenting ARC Shareholder's ARC Shares will be deemed to be transferred free and clear of any Encumbrances in exchange for the Consideration to which such holder is entitled.

Unless otherwise waived by Shell, it is a condition to the obligations of Shell and Shell Canada to complete the Arrangement that holders of not more than 5% of the outstanding ARC 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.

In no circumstances shall ARC, Shell or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those ARC Shares in respect of which such rights are sought to be exercised. For greater certainty, ARC Incentive Award Holders shall not be entitled to exercise Dissent Rights in respect of their ARC Incentive Awards.

We urge any ARC 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 ARC 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

The following summary describes, as at the date of this Circular, the principal Canadian federal income tax considerations relating to the Arrangement generally applicable to an ARC Shareholder who is a beneficial owner of ARC Shares and who at all relevant times, for purposes of the Tax Act, deals at arm's length with, and is not affiliated with ARC, Shell, Shell Canada and any affiliate of Shell Canada to which the Arrangement Agreement is assigned, and holds all ARC Shares, and will hold any Shell Shares acquired as part of the Arrangement, as capital property, as determined for purposes of the Tax Act (each such beneficial owner in this section, a "**Holder**").

ARC Shares and Shell Shares generally will constitute capital property to an ARC Shareholder for purposes of the Tax Act, unless any such shares are held in the course of carrying on a business of trading or dealing in shares or otherwise as part of a business of buying and selling securities or such ARC Shareholder has acquired such shares in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Holder that: (a) is a "financial institution" for purposes of certain rules in the Tax Act referred to as the mark-to-market rules; (b) is a "specified financial institution"; (c) holds ARC Shares or will hold Shell Shares as a "tax shelter" or an interest in which is a "tax shelter investment"; (d) reports its "Canadian tax results" in a currency other than Canadian currency; (e) has entered into, or will enter into a "derivative forward agreement" with respect to its ARC Shares or Shell Shares; (f) acquired ARC Shares under or in connection with any equity-based compensation arrangement, including in connection with the exercise, surrender or transfer of ARC Incentive Awards under the Arrangement; (g) is exempt from tax under Part I of the Tax Act; (h) that is a "foreign affiliate" of a taxpayer resident in Canada; (i) that receives dividends on the ARC Shares under or as part of a "dividend rental arrangement"; or (j) has entered into, or will enter into, a "synthetic disposition arrangement" with respect to its ARC Shares or Shell Shares (all such terms as defined in the Tax Act). **Any such Holder should consult with its own tax advisors.**

Holders considering making the Liquidity Option election should consult their advisors with respect to the legal, tax and financial consequences applicable to them with respect to such election in their particular circumstances.

This summary is also not applicable to ARC Incentive Award Holders in respect of any ARC Incentive Awards or other conversion or exchange rights to acquire ARC Shares, and the tax considerations relevant to such ARC Incentive Award Holders are not discussed herein. Any such ARC Incentive Award Holders should consult with their own tax advisors with respect to the tax consequences of the Arrangement.

This summary assumes that at all relevant times for purposes of the Tax Act, Shell will not be resident in Canada.

This summary is based on the provisions of the Tax Act and the regulations thereunder in force as of the date hereof. On January 29, 2026, the Minister of Finance (Canada) released for consultation proposed amendments to the Tax Act (the "**Hybrid Mismatch Proposals**") that would, if enacted, amend the "hybrid mismatch" provisions under the Tax Act and introduce other consequential amendments. This summary does not take into account the Hybrid Mismatch Proposals, but otherwise takes into account all specific proposals to amend the Tax Act and the regulations thereunder that have been publicly announced prior to the date hereof by or on behalf of the Minister of Finance (Canada) ("**Proposed Amendments**") and ARC's understanding of the current published administrative and assessing practices and policies of the CRA. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Proposed Amendments, does not take into account or anticipate any changes in the law or any changes in administrative or assessing practices or policies, whether by way of legislative, governmental or judicial action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein. No assurance can be given that the Proposed Amendments will be enacted as currently proposed or at all.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal, tax or business advice to any particular Holder and no representation with respect to the tax consequences to any particular Holder is made. Consequently, Holders should consult their own advisors regarding the tax consequences applicable to them in their particular circumstances.

Canadian Currency

Generally, for purposes of the Tax Act, all amounts (including amounts related to the acquisition, holding or disposition of ARC Shares and Shell Shares, such as dividends, adjusted cost base and proceeds of disposition) must be expressed in Canadian dollars. Amounts denominated in a currency other than the Canadian dollar must be converted into Canadian dollars using the applicable exchange rate quoted by the Bank of Canada on the date such amount arose, or such other rate of exchange as is acceptable to the CRA.

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 convention is resident or deemed to be resident in Canada (a "**Resident Holder**").

Certain Resident Holders may be entitled to make or may have already made the irrevocable election permitted by Section 39(4) of the Tax Act, the effect of which may be to deem the ARC Shares (but not Shell Shares) and all other "Canadian securities", as defined in the Tax Act, owned by such Resident Holder to be capital property in the taxation year in which the election is made and in all subsequent taxation years. Resident Holders contemplating making such an election should first consult their own tax advisors to determine if it is available or advisable in their particular circumstances.

Disposition of ARC Shares under the Arrangement

Generally, a Resident Holder who disposes of ARC Shares pursuant to the Arrangement and who receives the Consideration (including any Resident Holder that has made a Liquidity Option election) will be considered to have disposed of such ARC Shares for proceeds of disposition equal to the aggregate fair market value, at the time of the disposition, of the Shell Shares and cash comprising such Consideration. Such Resident Holder will generally realize a capital gain (or, subject to certain rules in the Tax Act, a capital loss) equal to the amount by which the proceeds of disposition of such ARC Shares, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of such ARC Shares immediately before the disposition. The general tax treatment of

capital gains and capital losses is discussed below under the section titled "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

The cost to a Resident Holder of Shell Shares acquired pursuant to the Arrangement will be equal to the fair market value at the time of acquisition of such Shell Shares. The cost of Shell Shares so acquired will be averaged with the adjusted cost base of any other Shell Shares of the same class held by the Resident Holder as capital property immediately before that acquisition for purposes of determining the Resident Holder's adjusted cost base of such Shell Shares.

Dividends on Shell Shares

A Resident Holder will be required to include in computing such Resident Holder's income for a taxation year the amount of dividends, if any, received on Shell Shares, including amounts withheld for foreign withholding tax, if any. Dividends received on Shell Shares by a Resident Holder who is an individual (including a trust) will not be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to taxable dividends received by individuals from taxable Canadian corporations. A Resident Holder that is a corporation will generally not be entitled to deduct the amount of such dividends in computing its taxable income.

A Resident Holder that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" or, at any time in a relevant taxation year, is a "substantive CCPC" (each as defined in the Tax Act) may be liable to pay a refundable tax on its "aggregate investment income" (as defined in the Tax Act), including any dividends received on the Shell Shares.

Subject to the detailed rules in the Tax Act, a Resident Holder may be entitled to a foreign tax credit or deduction for any foreign withholding tax paid with respect to dividends received by the Resident Holder on the Shell Shares. Resident Holders should consult their own tax advisors with respect to the availability of a foreign tax credit or deduction having regard to their own particular circumstances.

Disposition of Shell Shares

A disposition or deemed disposition of Shell Shares by a Resident Holder will generally result in a capital gain (or, subject to certain rules in the Tax Act, a capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of the Shell Shares immediately before the disposition. For a description of the tax treatment of capital gains and losses, see "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" below.

Subject to the detailed rules in the Tax Act, a Resident Holder may be entitled to a foreign tax credit or deduction for any foreign tax paid with respect to the disposition of the Shell Shares by the Resident Holder. Holders should consult their own tax advisors with respect to the availability of a foreign tax credit or deduction having regard to their own particular circumstances.

Foreign Property Information Reporting

Generally, a Resident Holder who is a "specified Canadian entity" (as defined in the Tax Act) for a taxation year or fiscal period whose total "cost amount" of "specified foreign property" (as such terms are defined in the Tax Act), which includes the Shell Shares, at any time in the year or fiscal period exceeds \$100,000, is required to file an information return for the year or period disclosing prescribed information in respect of such property. Subject to certain exceptions, a Resident Holder generally will be a specified Canadian entity. The Shell Shares will be "specified foreign property" of a Resident Holder for these purposes. Resident Holders should consult their own tax advisors regarding compliance with these rules.

Dissenting Resident Holders

A Resident Holder who validly exercises a Dissent Right under the Arrangement will be entitled to receive a payment equal to the fair value of such Resident Holder's ARC Shares. In general, a Resident Holder who validly exercises a Dissent Right will realize a capital gain (or capital loss) equal to the amount by which such payment (other than any portion that is interest awarded by a court) exceeds (or is less than) the aggregate of the adjusted cost base of such ARC Shares immediately before the disposition and any reasonable costs of disposition. See "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" below.

Any interest awarded by the Court to a dissenting Resident Holder will be included in such dissenting Resident Holder's income for purposes of the Tax Act. A Resident Holder that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" or, at any time in a relevant taxation year, is a "substantive CCPC" (each as defined in the Tax Act) may be liable to pay a refundable tax on its "aggregate investment income" (as defined in the Tax Act), including any interest.

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain (a "taxable capital gain") realized by a Resident Holder in a taxation year must be included in the Resident Holder's income for the year, and one-half of any capital loss (an "allowable capital loss") realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the holder in that year (subject to and in accordance with rules contained in the Tax Act). Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three (3) preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

A Resident Holder that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" or, at any time in a relevant taxation year, is a "substantive CCPC" may be liable to pay a refundable tax on its "aggregate investment income" (all as defined in the Tax Act), including any taxable capital gains.

Capital gains realized by a Resident Holder who is an individual or a trust, other than certain specified trusts, may give rise to a liability for alternative minimum tax under the Tax Act. **Resident Holders should consult their own advisors with respect to the potential application of alternative minimum tax having regard to their own particular circumstances.**

If the Resident Holder is a corporation, the amount of any capital loss realized on a disposition or deemed disposition of ARC Shares may be reduced by the amount of dividends received or deemed to have been received by it on such share (and in certain circumstances a share exchanged for such share) to the extent and under circumstances prescribed 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 such shares or where a trust or partnership of which a corporation is a beneficiary, or a member is a member of a partnership or a beneficiary of a trust that owns any such shares. **Resident Holders to whom these rules may be relevant should consult their own tax advisors.**

Eligibility For Investment by Registered Plans

Provided the Shell Shares are listed on a designated stock exchange (which currently includes the LSE), the Shell Shares issued under the Arrangement will, at such time, be qualified investments under the Tax Act for trusts governed by registered retirement savings plans ("RRSPs"), registered retirement income funds ("RRIFs"), registered education savings plans ("RESPs"), deferred profit sharing plans ("DPSPs"), registered disability savings plans ("RDSPs"), tax-free savings accounts ("TFSA") and "first home savings account" ("FHSAs") (collectively, "**Registered Plans**") as each such term is defined in the Tax Act.

Notwithstanding that Shell 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 (a "**Plan Holder**"), will be subject to a penalty tax as set out in the Tax Act if such Shell Shares are a "prohibited investment" for a trust governed by the Registered Plan

for purposes of the Tax Act. A Shell Share will generally be a "prohibited investment" for a trust governed by a Registered Plan if the Plan Holder: (a) no longer deals at arm's length with Shell for the purposes of the Tax Act; or (b) has a "significant interest" (as defined in the Tax Act) in Shell. In addition, Shell Shares 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. **Plan Holders should consult their own advisors with respect to the whether Shell Shares are "prohibited investments" in their particular circumstances and the tax consequences of the Shell Shares being acquired or held by a Registered Plan.**

Holders Not 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 convention: (a) is not, and is not deemed to be, resident in Canada; and (b) does not use or hold, and is not deemed to use or hold, the ARC Shares in a business carried on in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, may apply to a non-Canadian holder that is an insurer that carries on an insurance business in Canada and elsewhere.

Disposition of ARC Shares under the Arrangement

A Non-Resident Holder will not be subject to capital gains tax under the Tax Act on the disposition of ARC Shares unless the ARC Shares constitute "taxable Canadian property" of the Non-Resident Holder for purposes of the Tax Act. Generally, ARC Shares will not constitute taxable Canadian property of a Non-Resident Holder at a particular time provided that such shares are listed at that time on a designated stock exchange (which currently includes the TSX), unless at any particular time during the 60-month period that ends at that time: (a) 25% or more of the issued shares of any class or series of the capital stock of ARC were owned by, or belonged to, the Non-Resident Holder, persons with whom the Non-Resident Holder does not deal at arm's length, partnerships in which the Non-Resident Holder (or persons with whom the Non-Resident Holder does not deal at arm's length) holds a membership interest directly or indirectly, or the Non-Resident Holder together with such persons or partnerships; and (b) the ARC Shares derived more than 50% of their fair market value, directly or indirectly, from one or any combination of: (i) real or immoveable properties situated in Canada; (ii) "timber resource property" (as defined in the Tax Act); (iii) "Canadian resource property" (as defined in the Tax Act) or (iv) options in respect of, or interests in, or for civil law, rights in, any of the foregoing property, whether or not the property exists.

Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, ARC Shares could be deemed to be taxable Canadian property.

In the event that the ARC Shares constitute or are deemed to constitute taxable Canadian property to any Non-Resident Holder, the disposition should give rise to a capital gain or capital loss. The Non-Resident Holder may be entitled to relief under the provisions of an applicable income tax treaty or convention from any such capital gain being subject to tax under the Tax Act. A Non-Resident Holder who disposes of taxable Canadian 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 to tax under the Tax Act in respect of such disposition. **Non-Resident Holders whose ARC Shares may be taxable Canadian property should consult with their own tax advisors.**

Dissenting Non-Resident Holders

A Non-Resident Holder who validly exercises a Dissent Right under the Arrangement will be entitled to receive a payment equal to the fair value of such holder's ARC Shares. In general, a Non-Resident Holder who validly exercises a Dissent Right will realize a capital gain (or capital loss) equal to the amount by which such payment (other than any portion that is interest awarded by a court) exceeds (or is less than) the aggregate of the adjusted cost base of such ARC Shares and any reasonable costs of disposition. See "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Disposition of ARC Shares under the Arrangement*". Any resulting capital gain would only be subject to tax under the Tax Act if the ARC Shares are taxable Canadian property to the Non-Resident Holder at the Effective Time and the holder is not entitled to relief under the provisions of an applicable income tax treaty at that time.

Any interest paid to a dissenting Non-Resident Holder will not be subject to Canadian withholding tax provided that such interest (if any) is not a "participating debt interest" for purposes of the Tax Act.

Non-Resident Holders who intend to dissent from the Arrangement should consult their own tax advisors regarding their particular circumstances.

Dividends on Shell Shares

Dividends paid on Shell Shares to a Non-Resident Holder will generally not be subject to Canadian withholding tax or other income tax under the Tax Act.

Disposition of Shell Shares

A Non-Resident Holder will generally not be subject to tax under the Tax Act on any capital gain realized on the disposition or deemed disposition of Shell Shares unless such Shell Shares constitute (or are deemed to constitute) taxable Canadian property of the Non-Resident Holder and the Non-Resident Holder is not entitled to relief under the provisions of an applicable income tax treaty or convention from any such capital gain being subject to tax under the Tax Act. For such purposes, the circumstances described above under "*Holders Not Resident in Canada – Disposition of ARC Shares under the Arrangement*" in which the ARC Shares may constitute (or are deemed to constitute) taxable Canadian property of a Non-Resident Holder are generally applicable to the Shell Shares, provided that the Shell Shares are listed on a designated stock exchange (which currently includes the LSE) at the time the Non-Resident Holder disposes of Shell Shares.

Non-Resident Holders whose Shell Shares may constitute (or are deemed to constitute) taxable Canadian property are urged to consult their own tax advisors with respect to the federal Canadian income tax consequences to them of disposing Shell 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 U.S. Holders (as defined below) that exchange their ARC Shares for 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 ARC Shares as capital assets (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:

- 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. Holders who own (directly, indirectly or constructively) any shares in Shell;
- U.S. expatriates and former citizens or long-term residents of the United States;
- persons who hold their ARC Shares as part of a straddle, hedging, conversion or other risk-reduction transaction or integrated investment;
- persons who purchase or sell their ARC 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 ARC 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 ARC Shares or Shell;
- Dissenting ARC Shareholders; and
- persons who received their ARC Shares pursuant to the exercise of employee shares 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. ARC 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 ARC 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 are urged to 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 ARC 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 SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE ARRANGEMENT. ARC SHAREHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS REGARDING THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT AND OF THE OWNERSHIP AND DISPOSITION OF SHELL SHARES AFTER THE ARRANGEMENT, INCLUDING THE APPLICABILITY AND EFFECTS OF U.S. FEDERAL, STATE, LOCAL, AND OTHER TAX LAWS.

Tax Consequences of the Arrangement to U.S. Holders

General

The receipt by a U.S. Holder of the Consideration in exchange for ARC 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 ARC Shares that it exchanges for such cash consideration and share consideration.

Subject to the discussion below under "PFIC Considerations", any gain or loss recognized by a U.S. Holder generally will be long-term capital gain or loss if the ARC Shares surrendered were held for more than one year as of the Effective Date and will be short-term capital gain or loss if the ARC Shares surrendered were held for one year or less as of the Effective Date. 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 ARC 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 ARC Shares (generally, ARC 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 Shell Shares received in the Arrangement will generally equal the fair market value of such Shell Shares as of the Effective Date. A U.S. Holder's holding period for such Shell Shares will commence on the day following the Effective Date.

PFIC Considerations

Special, generally unfavorable, U.S. federal income tax rules apply to U.S. Holders owning shares of a passive foreign investment company ("PFIC"). A non-U.S. corporation will be classified as a PFIC for U.S. federal income tax purposes if either (i) at least 75% of its gross income in a taxable year, including its pro rata share of the gross income of any corporation in which it is considered to own at least 25% of the shares by value, is passive income or (ii) at least 50% of its assets in a taxable year (ordinarily determined based on fair market value and averaged quarterly over the year), including its pro rata share of the assets of any corporation in which it is considered to own at least 25% of the shares by value, are held for the production of, or produce, passive income. Passive income generally includes dividends, interest, rents and royalties (other than rents or royalties derived from the active conduct of a trade or business) and gains from the disposition of passive assets.

ARC believes, and this discussion assumes, that ARC currently is not, has not been, and, prior to the Effective Date, will not become a PFIC. However, there can be no assurances in this regard. If ARC were a passive foreign investment company for any taxable year during which a U.S. Holder held ARC Shares, certain adverse tax consequences could apply to such U.S. Holder as a result of the Arrangement. A U.S. Holder should consult its own tax adviser with respect to the U.S. federal income tax consequences of the Arrangement if such U.S. Holder believes that ARC was a PFIC for any taxable year during which it held ARC Shares.

Ownership and Disposition of Shell Shares

Distributions

Subject to the PFIC rules discussed below, the gross amount of any distribution made by Shell will generally be subject to U.S. federal income tax as dividend income to the extent paid out of Shell'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 Shell in property other than cash will be the fair market value of such property on the date of the distribution.

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 the United Kingdom meets these requirements. Notwithstanding the foregoing, 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". Shell believes that it is a qualified foreign corporation. As a result, dividends received by non-corporate U.S. Holders from Shell will generally constitute qualified dividend income for U.S. federal income tax purposes and be eligible for reduced rates of taxation. There can be no assurance, however, that Shell will continue to be considered a qualified foreign corporation. Thus, there can be no assurance that certain dividends received by non-corporate U.S. Holders from Shell will continue to be eligible for reduced rates of taxation.

To the extent that a distribution exceeds the amount of Shell'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 Shell 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 Shell 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, Shell may not 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 Shell with respect to the Shell Shares will be treated as dividends for U.S. federal income tax purposes. Because Shell is not a U.S. corporation, dividends Shell pays generally will not be eligible for the dividends received deduction allowable to corporations under the Code.

Dividends paid on the Shell Shares will be treated as foreign-source income, and generally will be treated as "passive category income" for U.S. foreign tax credit purposes. In the case of certain types of U.S. Holders, any such dividends may be treated as "general category income" for purposes of calculating the U.S. foreign tax credit limitations. U.S. Holders that do not elect to claim a foreign tax credit may instead claim a deduction for non-U.S. tax withheld (if any). 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 Shell Shares

Subject to the PFIC rules discussed below, a U.S. Holder generally will recognize gain or loss upon the sale, exchange or other taxable disposition of Shell Shares (including the sale of Shell Shares by the Selling Agent on behalf of a U.S. Holder that has made a Liquidity Option election) 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 Shell 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 Shell Shares for more than one year. A U.S. Holder's initial tax basis in the Shell Shares received in the Arrangement will generally equal the fair market value of such Shell Shares as of the Effective Date. A U.S. Holder's holding period for such Shell Shares will commence on the day following the Effective Date. 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 Shell 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 UK tax imposed on the sale, exchange or other taxable disposition of the Shell 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

As described above under the heading "*Certain U.S. Federal Income Tax Considerations – Tax Consequences of the Arrangement to U.S. Holders – PFIC Considerations*", special, generally unfavorable, U.S. federal income tax rules apply to U.S. Holders owning shares of a PFIC. Shell believes that it should not be classified as a PFIC for its most recent taxable year, and does not anticipate becoming a PFIC in its current taxable year or in the foreseeable future based on its current and anticipated assets and operations. There can be no assurance, however, that Shell will not be classified as a PFIC in the future.

If Shell were to be classified as a PFIC for any taxable year during which a U.S. Holder held Shell Shares, certain adverse tax consequences could apply to such U.S. Holder. The rules dealing with PFICs are very complex and are affected by various factors. Accordingly, U.S. Holders should consult their tax advisors concerning the potential application of the PFIC rules to Shell Shares under their particular circumstances.

Receipt of Foreign Currency

The amount of any payment made to a U.S. Holder in foreign currency (including in connection with the Arrangement) 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 ARC Shares or Shell Shares, as applicable, 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 is urged to consult its own tax advisors concerning issues related to foreign currency.

Information Reporting and Backup Withholding

In general, the cash consideration received in exchange for ARC Shares in the Arrangement, any dividends paid to a U.S. Holder in respect of Shell Shares, and the proceeds received by a U.S. Holder from the sale, exchange or other disposition of Shell 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, or, with respect to certain payments, a U.S. Holder fails to report in full all dividend and interest income and the U.S. Internal Revenue Service notifies such U.S. Holder of such under-reporting. 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. U.S. Holders should consult their tax advisors about these rules and any other reporting obligations that may apply to the ownership or disposition of Shell Shares.

CERTAIN UK TAX CONSIDERATIONS

The following summary is intended only as a general guide to certain UK withholding and inheritance tax considerations in relation to holding Shell Shares in consequence of the Plan of Arrangement and certain UK Stamp Taxes considerations in relation to acquiring Shell Shares pursuant to the Plan of Arrangement and disposing of such Shell Shares. It does not purport to be a complete analysis of all potential UK tax consequences of acquiring, holding or disposing of Shell Shares. It is based on current UK law and what is understood to be the current practice of the UK tax authority, HM Revenue & Customs, as at the date of this Circular, both of which may change, possibly with retroactive effect. This summary applies to any holders of Shell Shares irrespective of their residence. In the case of

UK Stamp Taxes, special rules apply to agreements made by, amongst others, intermediaries, which are not discussed in this summary.

This section summarises the current position and is intended as a general guide only. ARC Shareholders who are in any doubt as to their UK tax position or who may be subject to tax in the UK are strongly recommended to consult their own professional advisers.

Dividends on Shell Shares

Shell is not required to withhold UK tax when paying a dividend on the Shell Shares.

UK Stamp Taxes

Acquisition of Shell Shares pursuant to the Plan of Arrangement

There should generally be no UK stamp duty (for the purposes of this section, "**stamp duty**") or UK stamp duty reserve tax ("**SDRT**") on the issue of Shell Shares pursuant to the Plan of Arrangement. In addition, Shell is – subject to certain exceptions – responsible under Section 3.7 of the Plan of Arrangement for any stamp duty or SDRT that does arise on the transfer, delivery, issuance and/or allotment of Shell Shares to the Depositary, the Nominee or any Selling Agent and/or the transfer or delivery of Shell Shares from the Depositary, by delivery of certificates or by crediting such CREST accounts as are specified pursuant to Section 3.1(b)(i) of the Plan of Arrangement.

However, there are certain exceptions to Shell's obligations, set out in Section 3.7(b) of the Plan of Arrangement. For example, there is an exception if the stamp duty or SDRT arises due to a change in law coming into force on or after the date that is three months after the Effective Date and another exception in relation to certain higher rate stamp duty or SDRT charges that can arise on transfers to clearance services or depositary receipt systems (described further below in relation to potential subsequent transfers). In circumstances where an exception applies, an ARC Shareholder may be required to account for stamp duty or SDRT or, if Shell or the Depositary has been required to (and does) incur such amounts, to reimburse them. See the summary in "*The Arrangement - Stamp Taxes*" for further detail.

In addition, in the event that Shell or the Depositary reasonably believes that a transfer or delivery by the Depositary of Shell Consideration Shares pursuant to Section 3.1(b)(i) of the Plan of Arrangement would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to certain of the exceptions set out in Section 3.7(b) of the Plan of Arrangement, the Depositary shall notify the relevant former ARC Shareholder of such fact (with reasonably sufficient detail as to the reason for such belief). In that case, the Depositary shall not be required to so transfer or deliver such Shell Consideration Shares until the Depositary receives from the relevant former ARC Shareholder (i) such documentation or evidence reasonably satisfactory to Shell or the Depositary (as applicable) that no such Stamp Taxes will arise on such transfer or delivery; (ii) sufficient funds (in Shell's or the Depositary's (as applicable) reasonable opinion) to pay any such Stamp Taxes as will arise on such transfer or delivery; or (iii) details of an alternative CREST account or person to whom such Shell Consideration Shares are to be delivered (such that Shell or the Depositary (as applicable) no longer reasonably believes that the relevant transfer or delivery would result in Shell or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Shell is not responsible pursuant to the relevant exceptions set out in Section 3.7(b) of the Plan of Arrangement).

Transfers of Shell Shares

If an ARC Shareholder wishes to hold their Shell Shares via a depositary receipt service or clearance service (such as those operated by CDS or Euroclear Nederland (which facilitates transfers of Shell Shares listed on Euronext) and transfers or causes the transfer of their Shell Shares to such a service, then special rules may apply to impose a stamp duty/SDRT charge on such a transfer. Those special rules apply where Shell Shares are transferred to, or to a nominee or agent for, either a person whose business is or includes issuing depositary receipts (including Shell ADRs) or a person whose business is or includes the provision of clearance services (such as CDS or Euroclear Nederland). Unless an exemption applies, the special rules impose a stamp duty/SDRT charge on such transfers at a rate of 1.5%, which is generally applied, in each case, to either (depending on the circumstances): (i) the amount or value of the

consideration (where Shell Shares are transferred for consideration); or (ii) the value of the Shell Shares. Shell is generally **not** responsible for the cost of any such stamp duty/SDRT arising due to these special rules applying - see the summary in "*The Arrangement - Stamp Taxes*" for further detail. To the extent that an ARC Shareholder is liable as a matter of law, or under any agreement entered into with the transferee of such Shell Shares, for stamp duty/SDRT on a transfer to which these special rules apply, such ARC Shareholder may be required to pay or account for such stamp duty/SDRT to the relevant Tax Authority, or reimburse the relevant transferee accordingly, and in each case would have no right to reimbursement from or claim against Shell in respect of such stamp duty/SDRT. In addition, if either of Shell or the Depositary is required to (and does) incur any of the foregoing Stamp Taxes, a former ARC Shareholder may be required to reimburse Shell or the Depositary (as applicable) for such Stamp Taxes. **Specific professional advice should be sought in these circumstances or in any case where the 1.5% charge may apply. In particular, ARC Shareholders should consult an appropriate tax advisor before transferring any Shell Shares into the form of Shell ADRs or into the Euroclear Nederland system or into any system described as a clearance service or depositary receipt service, whether as part of the Arrangement or subsequently.**

Assuming that Shell Shares are held within CREST and not in certificated form, that the special rules mentioned above do not apply, and that no letter of transmittal or other written instrument of transfer is used to effect a transfer of Shell Shares whilst they are held within CREST, no stamp duty should be payable on the transfer of Shell Shares within CREST. However, the transferee would generally be subject to SDRT at the rate of 0.5% of the amount or value of the consideration, unless a particular exception applies. Euroclear UK & International Limited (as the operator of CREST) is obliged to collect SDRT on relevant transactions settled within CREST.

Where Shell Shares are held in certificated form and an instrument of transfer (such as a stock transfer form) is used by which such Shell Shares transfer, stamp duty at the rate of 0.5% (rounded up to the next multiple of £5) of the amount or value of the consideration given is generally payable on the instrument of transfer, unless a particular exemption applies (such as the exemption from stamp duty where the amount or value of the consideration is £1,000 or less, and it is certified on the instrument that the transaction effected by the instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value, or aggregate amount or value, of the consideration exceeds £1,000). The liability to pay stamp duty is generally satisfied by the purchaser or transferee. A charge to SDRT may also arise on an unconditional agreement to transfer Shell Shares (at the rate of 0.5 per cent of the amount or value of the consideration payable). The person with whom the agreement is made to transfer the Shell Shares would generally be liable for this charge. However, if within six years of the date of the agreement becoming unconditional an instrument of transfer is executed pursuant to the agreement, and stamp duty is paid on that instrument, any SDRT already paid will be refunded (generally, but not necessarily, with interest) provided that a claim for repayment is made within this period, and any outstanding liability to SDRT will be cancelled.

In cases where Shell Shares are transferred to a connected company (within the meaning of section 1122 of the Corporation Tax Act 2010) (or its nominee) of an ARC Shareholder, stamp duty or SDRT may be chargeable (at a rate of 0.5%) on the higher of (i) the amount or value of the consideration and (ii) the market value of the Shell Shares at the time of such transfer.

Inheritance Tax

Shell Shares will be assets situated in the UK for the purposes of UK inheritance tax. A gift of such assets by, or the death of, an individual holder of such assets may (subject to certain exemptions and reliefs) give rise to a liability to UK inheritance tax even if the holder is not a "long-term resident" for the purposes of the Inheritance Tax Act 1984. Subject to certain exceptions, an individual will be a "long-term resident" if they have been UK resident for at least 10 of the previous 20 years.

For inheritance tax purposes, a transfer of assets at less than full market value may be treated as a gift and particular rules apply to gifts where the donor reserves or retains some benefit.

Special rules also apply to close companies and to trustees of settlements who hold Shell Shares, bringing them within the charge to inheritance tax. **Shareholders should consult an appropriate tax adviser if they may make a gift or transfer at less than market value or on death, or intend to hold any Shell Shares through trust arrangements.**

OTHER TAX CONSIDERATIONS

This Circular only discusses certain Canadian federal income, U.S. federal income and UK tax considerations applicable to certain ARC Shareholders. Other tax consequences and considerations, including for those ARC Shareholders who are resident in jurisdictions other than Canada or the United States, are not discussed, and ARC 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 Shell Shares, if applicable. All ARC Shareholders should consult with and rely solely upon their own tax advisors regarding the provincial, state, local, territorial and foreign tax considerations relating to and tax consequences of the Arrangement and of owning and disposing of Shell Shares, if applicable.

TIMING

If the ARC Meeting is held as scheduled and is not adjourned or postponed, ARC is expected to apply for the Final Order approving the Arrangement on or about July 15, 2026. If the Final Order is obtained in form and substance satisfactory to ARC and Shell and all other conditions set forth in the Arrangement Agreement are otherwise satisfied or waived, ARC and Shell expect the Effective Date will occur in the second half of 2026. 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 ARC and/or Shell 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 ARC's and Shell's businesses, described under the heading "*Risk Factors*" and elsewhere in the ARC AIF, the ARC Annual MD&A and the ARC Q1 Interim MD&A, which are available on ARC's website at www.arcresources.com and SEDAR+ issuer profile at www.sedarplus.ca, and as described under "*About this Report*" and "*Risk factors and risk management*" in the Shell Annual Report, which is available under Shell's issuer profile on EDGAR at www.sec.gov, and forms an integral part of, this Circular. ARC Shareholders should carefully consider the following risk factors in evaluating whether to approve the Arrangement 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 Shell and ARC pursuant to Applicable Laws from time to time.

Risks Associated with the Arrangement not being Completed

If the Arrangement is not completed, ARC's future business and operations could be harmed.

If the Arrangement is not completed, ARC may be subject to a number of additional material risks, including the following:

- ARC 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 ARC in the Arrangement Agreement, such as covenants affecting the conduct of its business outside of the ordinary course of business; and

- the obligation of ARC to pay Shell Canada the ARC Expense Reimbursement Damages Payment and ARC Termination Damages Payment pursuant to the terms of the Arrangement Agreement in certain circumstances.

The trading price of ARC Shares or Shell 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 ARC Shares and/or the Shell Shares may be materially adversely affected.

ARC expects to incur costs associated with the Arrangement.

Certain of ARC'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 ARC's management.

The pendency of the Arrangement could cause the attention of ARC'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 ARC 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 ARC's or Shell's respective share prices.

Upon closing of the Arrangement, each ARC Shareholder (other than Dissenting ARC Shareholders) 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 ARC Shares or the Shell Shares. Changes in the price of the Shell Shares prior to the consummation of the Arrangement will affect the market value that ARC 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 ARC's or Shell's control), including the risk factors identified herein as well as in the ARC Annual MD&A and the Shell Annual Report, respectively.

The Shell Consideration Shares to be issued to ARC Shareholders in connection with the Arrangement may not be admitted to listing and admitted to trading on the LSE in a timely manner, or at all.

The ARC Shares are currently listed and posted for trading on the TSX. Following completion of the Arrangement, it is anticipated that the ARC Shares will be delisted from the TSX within one to three trading days following receipt of the required documentation. Although Shell expects to receive the LSE's acknowledgement that LSE Admission will occur, and receipt of this acknowledgement is a condition to completion of the Arrangement, there can be no assurance that such listing will occur in a timely manner or at all.

The obtaining of LSE Admission is subject to Shell fulfilling all of the admission to trading requirements of the LSE. Shell will rely on the Shell Consideration Shares being exempt from the restriction on offers to the public pursuant to paragraph 6 of Part 1 of Schedule 1 to the POATRs, and that the admission to trading of such Shell Shares will be exempt from the requirement to publish a prospectus pursuant to paragraph 1.4.3(3) of the PRMs. Each Party has

agreed to take such reasonable actions as shall be required to facilitate reliance on such exemptions in connection with the Arrangement.

ARC Shareholders will experience a reduced ownership percentage and voting power in Shell.

In connection with the Arrangement, Shell is expected to issue up to 227,984,888 Shell Shares to current ARC Shareholders. Immediately after completion of the Arrangement, it is expected that existing Shell Shareholders will own approximately 96.1% and the former ARC Shareholders (for clarity, other than Shell and its affiliates) will own approximately 3.9% of the Shell Shares. Accordingly, the issuance of Shell Shares to ARC Shareholders will have the effect of reducing the percentage of equity and voting interest held by the ARC Shareholders. Consequently, ARC Shareholders as a group will have less influence over the management and policies of Shell than they currently exercise over ARC.

Tax Laws may result in adverse circumstances for ARC Shareholders.

There can be no assurance that the CRA, IRS, HM Revenue and Customs, or other applicable taxing authorities will agree with the Canadian federal income, U.S. federal income, or UK tax consequences of the Arrangement, as set forth in this Circular. Furthermore, there can be no assurance that applicable 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 Shell, Shell Canada and Shell Shareholders following completion of the Arrangement. Such taxation authorities may also disagree with how ARC, Shell or Shell Canada calculate or have in the past calculated their income for tax purposes. Any such events could adversely affect Shell, its share price or the dividends or other payments to be paid to Shell Shareholders following completion of the Arrangement.

The Arrangement is generally expected to be a taxable transaction for ARC Shareholders for Canadian federal income tax purposes and for U.S. federal income tax purposes, and each ARC Shareholder is urged to consult their own tax advisor. See "*Certain Canadian Federal Income Tax Considerations*" and "*Certain U.S. Federal Income Tax Considerations*".

ARC and Shell do not intend to seek any rulings from the CRA, IRS or opinions of counsel 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. **ARC Shareholders should consult their own tax advisors as to the Canadian, U.S., UK and other tax consequences of the Arrangement to them with respect to their particular circumstances.**

Future dividends on Shell Shares are uncertain.

There can be no assurance as to future dividend payments by Shell on the Shell Shares and the level thereof, as Shell'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 Shell and its subsidiaries, financial requirements for Shell's operations, the execution of its growth strategy and the satisfaction of solvency and other tests imposed by Applicable Law for the declaration and payment of dividends. As a result, no assurance can be given that Shell 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 Shell Shares.

The market value of the Shell Shares may be materially adversely affected.

The market value of the Shell 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 Shell, regulatory considerations, general market and economic conditions, and other factors over which Shell has no control. Accordingly, ARC Shareholders will not know or be able to determine the future market price of the Shell Shares they will receive upon completion of the Arrangement. Thereafter, the market price of the Shell Shares will continue to fluctuate. The market price of the Shell Shares on the date of this Circular or at any time after may not be indicative of the market price of the Shell Shares that ARC Shareholders will receive upon completion of

the Arrangement. ARC Shareholders should obtain current market quotations for the Shell Shares and for the ARC Shares.

Shell may not realize the anticipated benefits of the Arrangement, and the integration of ARC and Shell may not occur as planned.

Shell and ARC 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 ARC's and Shell'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.

The performance of Shell operations in Canada after completion of the Arrangement could be adversely affected if, among other things, Shell is not able to achieve the anticipated benefits expected to be realized in entering 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 Shell and/or ARC.

As a result of these and other factors, it is possible that certain benefits expected from the Arrangement may not be realized.

The combination of business activities may expose shareholders to a different risk profile.

Completion of the Arrangement will result in Shell Canada taking over the operations of the current business activities currently carried on by ARC. This change in management may expose former ARC Shareholders to different business risks than those to which they were exposed prior to the Arrangement.

There can be no assurance that management of Shell Canada will be able to integrate the operations of ARC successfully, efficiently take over management of the operations, or achieve any of the 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 ARC and Shell Canada's operations may present challenges to management, unanticipated liabilities and unanticipated costs. It is possible that the integration process could result in the loss of key employees, the disruption of ARC's ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect the ability of management to maintain relationships with customers, suppliers, or employees or to achieve the anticipated benefits of the Arrangement. The performance of the combined operations after completion of the Arrangement could be adversely affected if Shell and Shell Canada cannot retain key employees to assist in the integration and operation of ARC.

Any inability of management to successfully combine the operations could have a material adverse effect on the business, financial condition and results of operations of Shell Canada following the Arrangement.

After the completion of the Arrangement, Shell Canada and Shell will face the same risks that ARC currently faces, in addition to other risks.

Completion of the Arrangement may trigger change in control or other provisions in certain agreements to which ARC is a party.

The completion of the Arrangement may trigger change in control or other provisions in certain agreements to which ARC is a party. If ARC 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 ARC 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 ARC.

There may be potential undisclosed liabilities associated with the Arrangement.

In connection with the Arrangement, there may be liabilities that Shell failed to discover or did not accurately quantify in its due diligence, which was conducted prior to the execution of the Original Arrangement Agreement. It is possible that Shell or ARC may not be indemnified for some or all of such undisclosed liabilities.

If ARC were to be treated as a "passive foreign investment company," or "PFIC," for U.S. federal income tax purposes, ARC Shareholders that are U.S. Holders could be subject to adverse U.S. federal income tax consequences.

If ARC were to be treated as a PFIC for any taxable year during which a U.S. Holder holds or has held its ARC Shares (regardless of whether ARC were to remain a PFIC for subsequent taxable years), such U.S. Holder may be subject to adverse U.S. federal income tax consequences with respect to the disposition of such ARC Shares. PFIC status depends on the composition of a company's income and assets and the fair market value of its assets from time to time, as well as on the application of complex statutory and regulatory rules that are subject to potentially varying or changing interpretations. Based on the historical composition of ARC's income, assets, and operations, ARC believes that it was not a PFIC for any prior taxable year, and ARC does not expect to be treated as a PFIC for the current taxable year. However, ARC's actual PFIC status for the current taxable year or any subsequent taxable year will not be determinable until after the end of such taxable year. Further, 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 ARC was not or will not be classified as a PFIC for one or more of such taxable years. If ARC were later determined to have been a PFIC, you may be unable to make certain advantageous elections with respect to your ownership of ARC Shares that would mitigate the adverse consequences of such PFIC status, or making such elections retroactively could have adverse tax consequences to you.

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 "*Certain U.S. Federal Income Tax Considerations – Tax Consequences of the Arrangement to U.S. Holders – PFIC Considerations*" for a more detailed discussion.

Risks that the Arrangement may be Delayed and may not be Completed

The Arrangement Agreement may be terminated in certain circumstances.

Each Party has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can either Party 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, ARC will still have incurred costs for pursuing the Arrangement, including costs related to the diversion of management's attention away from the conduct of ARC's business.

The Arrangement may not be completed if a number of ARC Shareholders exercise Dissent Rights.

Registered ARC Shareholders have the right to exercise Dissent Rights and demand payment of the fair value of their ARC 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 ARC Shareholders holding more than 5% of the outstanding ARC Shares have validly exercised Dissent Rights that have not been withdrawn as of the Effective Date, Shell may elect not to complete the Arrangement.

The Parties 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 ARC Shareholders, the acknowledgement of the LSE with respect to the LSE Admission, and the receipt of the Competition Act Approval, the ICA Approval, the HSR Approval and the CTA Approval. See "*The Arrangement – Procedure for the*

Arrangement to Become Effective – Key Regulatory Approvals" and "The Arrangement – Procedure for the Arrangement to Become Effective – Mutual Conditions Precedent". There can be no certainty, nor can any of ARC, Shell or Shell Canada 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 Shell or ARC or may impose requirements, limitations or costs or place restrictions on the conduct of Shell's or ARC'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 Shell or ARC. Such extended period of time may also increase the chance that other adverse effects with respect to Shell or ARC 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 ARC Meeting, the Final Order and the anticipated Effective Date may be changed or delayed.

Any change in the timing of the ARC 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.

ARC, Shell and Shell Canada may be the targets of legal claims, securities class actions, derivative lawsuits and other claims.

ARC, Shell and Shell Canada 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 ARC, Shell and/or Shell Canada 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 ARC and/or Shell. 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 ARC and/or Shell 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 ARC and/or Shell.

ARC's reserves and production information has been prepared in accordance with Canadian disclosure standards which differ from Shell's reserves and production information which has been prepared in accordance with U.S. Standards.

Shell's reserve estimates have been prepared in accordance with U.S. Standards. ARC has not been involved in the preparation of Shell's historical oil and natural gas reserves estimates. ARC's historical oil and natural gas reserves estimates were prepared in accordance with the standards set forth in the COGE Handbook and the reserves definitions and disclosure requirements contained in NI 51-101 and the COGE Handbook, which standards differ from the requirements of U.S. Standards.

Estimates of reserves and future net revenue made in accordance with NI 51-101 will differ from corresponding U.S. Standards, and those differences may be material. For example, the U.S. Standards require United States oil and gas reporting companies, in their filings with the SEC, to disclose only proved reserves after the accounting for the impact of royalties payable or receivable and production due to others but permits the optional disclosure of probable and

possible reserves in accordance with SEC's definitions. Additionally, the COGE Handbook and NI 51-101 require disclosure of reserves and related future net revenue estimates based on forecast prices and costs, whereas the U.S. Standards require that reserves and related future net revenue be estimated using average first-day-of-the-month prices for the previous 12 months and that the standardized measure reflect discounted future net income Taxes related to Shell's operations. In addition, the COGE Handbook and NI 51-101 permit the presentation of reserves estimates and production volumes on a "company gross" basis, representing ARC's working interest share before accounting for the impact of royalties payable or receivable, and a "company net" basis, reflecting the accounting for the impact of royalties payable or receivable and similar payments, whereas the U.S. Standards require the presentation of net reserve estimates and production volumes after the accounting for the impact of royalties payable or receivable and similar payments. There are also differences in the technical reserves estimation standards applicable under NI 51-101 and, pursuant thereto, the COGE Handbook, and those applicable under the U.S. Standards. Along with NI 51-101 requiring more granular product type classification than required by U.S. Standards, NI 51-101 also requires that proved undeveloped reserves be reviewed annually for retention or reclassification if development has not proceeded as previously planned, while the U.S. Standards specify a five-year limit after initial booking for the development of proved undeveloped reserves. Under NI 51-101 standards, those undeveloped reserves may be retained should the future development timing to be considered reasonable; however, under U.S. Standards, undrilled locations can only be classified as having proved undeveloped reserves if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless specific circumstances justify a longer time. Additionally, the SEC prohibits disclosure of oil and natural gas resources in SEC filings, including contingent resources, whereas Canadian securities regulatory authorities permit disclosure of oil and natural gas resources. Resources are different than, and should not be construed as, reserves. The foregoing is not an exhaustive summary of Canadian or U.S. reserves reporting requirements.

The Shell Shares to be received by ARC Shareholders as a result of the Arrangement will have different rights from the ARC Shares.

Shell is a public limited company incorporated in England and Wales under the Companies Act and governed by, among other Laws, the Shell Articles, the Companies Act, the UK Listing Rules and the Disclosure Guidance and Transparency Rules. ARC is a corporation incorporated in Canada and existing under the ABCA. Following completion of the Arrangement, ARC Shareholders will become Shell Shareholders and their rights will be governed by, among other Laws, the Shell Articles and the Companies Act. Certain of the rights associated with Shell Shares under the Companies Act are different from the rights associated with ARC Shares under the ABCA and may be considered by some ARC Shareholders to be less favourable. See "*Comparison of Shareholder Rights*" in Appendix H to this Circular for a discussion of the different rights associated with Shell Shares and ARC Shares.

Risks Associated with the Terms of the Arrangement Agreement

The ARC Termination Damages Payment and ARC Expense Reimbursement Damages Payment may discourage other parties from making an Acquisition Proposal.

Under the Arrangement Agreement, ARC is required to pay the ARC Termination Damages Payment in the event that the Arrangement Agreement is terminated in circumstances related to a possible alternative transaction to the Arrangement and the ARC Expense Reimbursement Damages Payment in certain other circumstances. Such payments may discourage other parties from making an Acquisition Proposal, even if such a transaction could provide better value to ARC Shareholders than the Arrangement.

The financial position, business and assets of ARC and/or Shell may be significantly and adversely affected before the completion of the Arrangement.

The financial position, business and assets of ARC and/or Shell 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, ARC and Shell are restricted from taking certain actions.

The Arrangement Agreement restricts ARC and Shell from taking specified actions until the Arrangement is completed, without the consent of the other Party. These restrictions may prevent ARC and/or Shell from pursuing attractive business opportunities that may arise prior to completion of the Arrangement.

Forward-looking statements and FOFI may prove inaccurate.

ARC 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, each of ARC and Shell 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 or incorporated by reference in Appendix F – "*Information Concerning ARC*" and Appendix G – "*Information Concerning Shell*" to this Circular.

MATTERS TO BE CONSIDERED AT THE ARC MEETING

At the ARC Meeting, the ARC Shareholders will be asked to consider the Arrangement Resolution, the full text of which is set forth in Appendix A of this Circular.

ARC Shareholders are urged to carefully review this Circular when considering the Arrangement Resolution. In particular, see, "*The Arrangement*" and "*The Arrangement – Arrangement Steps*" and Appendix G – "*Information Concerning Shell*".

The Arrangement Resolution, 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 ARC Shareholders present in person or represented by proxy at the ARC Meeting.

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

It is a condition to the completion of the Arrangement that the Arrangement Resolution be approved at the ARC Meeting.

COMPARISON OF SHAREHOLDER RIGHTS

The rights of ARC Shareholders are currently governed by the ABCA and by the ARC By-laws and the ARC Articles. If the Arrangement is completed, former ARC Shareholders will hold securities in Shell, a public limited company incorporated under the Companies Act and the Laws of England and Wales. Accordingly, the securities issued to former ARC Shareholders will be governed by, among other Laws, the Shell Articles, the Companies Act, the UK Listing Rules and the Disclosure Guidance and Transparency Rules. Although the rights and privileges of shareholders under the Companies Act and the Laws of England and Wales are in many instances comparable to those under the ABCA, there are several differences. See Appendix H – "*Comparison of Shareholder Rights*" for a comparison of these rights. Appendix "H" does not include a complete description of all differences between the rights of these holders, nor does it include a complete description of the specific rights of these holders, and is qualified in its entirety by reference to the text of the relevant provisions of the ABCA, the Laws of England and Wales and the constating documents of ARC and Shell, as the case may be. In addition, the identification of some of the differences in the rights of these holders as material is not intended to indicate that other differences that are equally important do not exist.

INFORMATION CONCERNING ARC

See Appendix F attached to this Circular for detailed information concerning ARC.

INFORMATION CONCERNING SHELL

See Appendix G attached to this Circular for detailed Information Concerning Shell.

GENERAL PROXY MATTERS

Solicitation of Proxies

This Circular is delivered in connection with the solicitation by or on behalf of management of ARC of proxies for use at the ARC Meeting. The solicitation of proxies for use at the ARC 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 ARC who may be specifically remunerated therefor. In addition, ARC has engaged Laurel Hill as its proxy solicitation agent to assist management of ARC with the solicitation of proxies from ARC Shareholders for a fee of \$400,000, plus a fee for calls made to ARC Shareholders and out-of-pocket expenses. Laurel Hill will among other things, conduct outreach to intermediaries and ARC 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 ARC Meeting materials will be borne by ARC.

The ARC Meeting is being called pursuant to the Interim Order to seek the requisite approvals of ARC 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 ARC Meeting*".

The information set forth below generally applies to registered ARC Shareholders. If you are a Beneficial Shareholder of ARC 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 ARC Shareholders. **If an ARC Shareholder votes by proxy by mail, by hand delivery, by telephone or the internet in advance of the ARC Meeting, such ARC Shareholder's vote will be counted, whether or not such ARC Shareholder attends the ARC Meeting. Even if an ARC Shareholder attends the ARC Meeting, it may be more convenient to vote in advance.**

ARC Shareholders are requested to date and sign the enclosed form of proxy and to deposit it with ARC's transfer agent, Computershare: (i) 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 ARC Meeting, forms of proxy must be received by Computershare by 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC 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 ARC. Each ARC Shareholder has the right to appoint another Person as their proxyholder (who need not be an ARC Shareholder) to attend and to act for such ARC Shareholder and on such ARC Shareholder's behalf at the ARC Meeting. ARC 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 ARC

Shareholder's appointee should be legibly printed in the blank space provided, or (b) if doing so through the internet, the name of the ARC Shareholder's appointee should be included in the applicable field.

In addition to revocation in any other manner permitted by Law, an ARC Shareholder who has given a proxy may revoke it at any time before it is exercised: (a) attending and voting at the ARC Meeting; (b) depositing an instrument in writing executed by the ARC Shareholder or their attorney authorized in writing (or, if the ARC 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. (Mountain time) on the Business Day preceding the day of the ARC Meeting (or any adjournment(s) or postponement(s) thereof) or (ii) the Chair of the ARC Meeting on the day of the ARC 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 10:00 a.m. (Mountain time) on July 10, 2026 (or, if the ARC 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 ARC Meeting is reconvened or held, as the case may be).

It should be noted that the participation by an ARC Shareholder in a vote by ballot at the ARC Meeting will automatically revoke any proxy which has been previously given by the ARC Shareholder in respect of business covered by that vote.

Proxy Voting

The ARC Shares represented by an effective form of proxy will be voted for or against the Arrangement Resolution in accordance with the instructions specified therein. **If an ARC Shareholder returns the form of proxy but does not indicate how to vote its ARC Shares, and does not appoint a Person other than the management proxyholders designated on the form of proxy, the ARC Shares will be voted FOR the approval of the Arrangement 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 ARC Meeting or any adjournment(s) or postponement(s) thereof. As of the date hereof, management of ARC is not aware of any amendments, variations or other matters to come before the ARC Meeting. If an ARC Shareholder attends the ARC Meeting and is eligible to vote on the Arrangement Resolution, such ARC Shareholder can vote on such amendments, variations or other matters that properly come before the ARC Meeting.

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

Information for Beneficial Shareholders

The information set forth in this section is of significant importance to many ARC Shareholders, as a substantial number of ARC Shareholders do not hold ARC Shares in their own name. Beneficial Shareholders should note that only proxies deposited by ARC Shareholders whose names appear on the records of ARC as the registered ARC Shareholders can be recognized and acted upon at the ARC Meeting. If ARC Shares are listed in an account statement provided to an ARC Shareholder by an intermediary/broker, then in almost all cases, those ARC Shares will not be registered in the ARC Shareholder's name on the records of ARC. Such ARC Shares will more likely be registered under the name of the ARC 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 VIF provided to you by your intermediary/broker accordance with the instructions provided therein. Intermediary deadlines may be earlier than the deadlines set in the proxy and as such Beneficial Shareholders should be aware of internal deadlines set by intermediaries.

For additional details, see "*Information for Beneficial Shareholders*" at the front of this Circular.

Notice-and-Access

ARC has elected to use the Notice-and-Access Provisions for the ARC Meeting in respect of mailings to Beneficial Shareholders, but not in respect of mailings to registered ARC Shareholders (i.e., an ARC Shareholder whose name appears on ARC's records as a holder of ARC Shares). The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials which are mailed to ARC Shareholders by allowing ARC to post this Circular and any additional materials online.

More specifically, ARC has elected to use procedures known as 'stratification' in relation to ARC's use of the Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of an information circular to some shareholders together with a notice of a meeting of its shareholders. As a result, registered ARC Shareholders will receive a paper copy of the Notice of Special Meeting, this Circular and a form of proxy, whereas Beneficial Shareholders will receive a notice containing information prescribed by the Notice-and-Access Provisions and a voting instruction form. In addition, a paper copy of the Notice of Special Meeting, this Circular and a voting instruction form will be mailed to those Beneficial Shareholders who do not hold their ARC Shares in their own name but who have previously requested to receive paper copies of these materials.

The Circular and related ARC Meeting materials can also be accessed: (i) on ARC's website at www.arcresources.com; and (ii) on ARC's SEDAR+ issuer profile at www.sedarplus.ca.

Voting Securities of ARC and Principal Holders Thereof

As at June 1, 2026 there were 566,464,304 ARC Shares issued and outstanding. Each ARC Share entitled to be voted at the ARC Meeting entitles the holder thereof to one vote at the ARC Meeting in respect of the Arrangement Resolution and to one vote on any other matters to be considered at the ARC Meeting.

The Record Date for determining ARC Shareholders entitled to receive notice of, and to vote at, the ARC Meeting is the close of business on June 1, 2026. ARC will prepare, as of the Record Date, a list of ARC Shareholders entitled to receive the Notice of Special Meeting, showing the number of ARC Shares held by each such ARC Shareholder. Only ARC Shareholders of record as at the Record Date are entitled to receive notice of the ARC Meeting. ARC Shareholders of record will be entitled to vote those ARC Shares included in the list of ARC Shareholders prepared as at the Record Date. If a registered ARC Shareholder transfers ARC Shares after the Record Date and the transferee of those ARC Shares, having produced properly endorsed certificate(s) and/or DRS Advice(s) evidencing such ARC Shares or having otherwise established that the transferee owns such ARC Shares, demands, at least 10 days before the ARC Meeting, that the transferee's name be included in the list of ARC Shareholders entitled to vote at the ARC Meeting, such transferee shall be entitled to vote such ARC Shares on the Arrangement Resolution at the ARC Meeting instead of the transferor.

To the knowledge of the officers of ARC, 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 ARC Shares.

Procedure and Votes Required

The Interim Order provides that only ARC Shareholders of record as at the Record Date are entitled to receive notice of the ARC Meeting.

The Interim Order provides that, among other things:

- (a) ARC shall call and conduct the ARC Meeting on or about July 14, 2026. At the ARC Meeting the ARC Shareholders will consider and vote upon the Arrangement Resolution and such other business as may properly be brought before the ARC Meeting or any adjournment or postponement thereof;
- (b) a quorum for the ARC Meeting will be Persons present being not less than two in number and holding or representing not less than 25% of the ARC Shares entitled to be voted at the ARC Meeting. If a quorum is present at the opening of the ARC Meeting, the ARC Shareholders present or represented by

proxy may proceed with the business of the ARC Meeting notwithstanding that a quorum is not present throughout the ARC Meeting. If a quorum is not present at the opening of the ARC Meeting, the ARC Shareholders present or represented by proxy may adjourn the ARC Meeting to a fixed time and place but may not transact any other business. No notice of the adjourned ARC Meeting other than by announcement at the time of adjournment is required and, if at such adjourned meeting a quorum is not present, the ARC Shareholders present in person or represented by proxy, shall be a quorum for all purposes;

- (c) each ARC Share entitled to be voted at the ARC Meeting will entitle the holder to one vote at the ARC Meeting in respect of the Arrangement Resolution and any other matters to be considered at the ARC Meeting;
- (d) the Record Date for ARC Shareholders entitled to receive notice of and to vote at the ARC Meeting is June 1, 2026 and will not change in respect, or as a consequence, of any adjournment(s) or postponement(s) of the ARC Meeting. Only the ARC Shareholders whose names have been entered in the applicable registers of ARC Shares as at the close of business on the Record Date will be entitled to receive notice of and to vote at the ARC Meeting. Such ARC Shareholders of record will be entitled to vote those ARC Shares included in the list of the ARC Shareholders prepared as at the Record Date. If a registered ARC Shareholder transfers ARC Shares after the Record Date and the transferee of those ARC Shares, having produced properly endorsed certificates evidencing such ARC Shares or having otherwise established that the transferee owns such ARC Shares, demands, at least 10 days before the ARC Meeting, that the transferee's name be included in the list of the ARC Shareholders entitled to vote at the ARC Meeting, such transferee shall be entitled to vote such ARC Shares at the ARC Meeting;
- (e) the ARC Meeting shall be called, held and conducted in accordance with the applicable provisions of the ABCA, the ARC Articles and ARC By-laws in effect at the relevant time, the rulings and directions of the Chair of the ARC 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 ARC Articles or ARC By-laws, the terms of the Interim Order shall govern;
- (f) the Chair of the ARC Board, or in his absence, any other director of the ARC Board shall be Chair of the ARC Meeting. If no such person is present within fifteen (15) minutes from the time fixed for holding the ARC Meeting, or declines to be Chair of the ARC Meeting, the Persons present and entitled to vote shall choose one of their number to be Chair of the ARC Meeting;
- (g) the only Persons entitled to attend the ARC Meeting shall be: ARC Shareholders and their authorized proxies; ARC's directors and officers, and its auditors and legal counsel; the directors and officers, representatives and legal counsel of Shell and Shell Canada; and such other Persons who may be permitted to attend by the Chair of the ARC Meeting;
- (h) the number of votes required to pass the Arrangement Resolution shall be not less than 66⅔% of the votes cast by ARC Shareholders present in person or represented by proxy, at the ARC Meeting;
- (i) the ARC Meeting may be adjourned or postponed, or held at a different venue, from time to time by ARC in accordance with the terms of the Arrangement Agreement and the Interim Order without the need for additional approval of the Court; and
- (j) ARC 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 the full text of the Interim Order, which is attached to this Circular as Appendix C.

Depository

Computershare Investor Services Inc. will act as Depository for the receipt of certificate(s) and/or DRS Advice(s) representing ARC Shares and Letters of Transmittal deposited pursuant to the Arrangement. The Depository will receive reasonable and customary compensation from ARC 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.

No fee or commission is payable by any ARC Shareholder who transmits its ARC Shares directly to the Depository. Except as set forth above or elsewhere in this Circular, ARC will not pay any fees or commissions to any broker or dealer or any other Person for soliciting deposits of ARC Shares pursuant to the Arrangement.

QUESTIONS AND OTHER ASSISTANCE

If you are an ARC 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, please contact your financial, legal, tax or other professional advisors.

APPROVAL BY THE DIRECTORS

The contents and sending of this Circular to the ARC Shareholders have been approved by the ARC Board.

CONSENT OF RBC DOMINION SECURITIES INC.

TO: The Board of Directors (the "**Board**") of ARC Resources Ltd. ("**ARC**")

RE: Management Information Circular and Proxy Statement of ARC dated June 9, 2026 (the "**Circular**")

We consent to the reference to our firm name and reference to and summary description of our fairness opinion dated April 27, 2026 (the "**Fairness Opinion**") in this Circular and to the inclusion of the full text of the Fairness Opinion as Appendix D to this Circular. Our Fairness Opinion was given as at April 27, 2026 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 ARC Board shall be entitled to rely upon our opinion.

Yours very truly,

RBC DOMINION SECURITIES INC.

(Signed) "*RBC Dominion Securities Inc.*"

June 9, 2026
Calgary, Alberta

APPENDIX A

ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

- (a) The arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act* (Alberta), involving, among others, ARC Resources Ltd. ("**ARC**"), Shell plc ("**Shell**") and Shell Canada Limited ("**Shell Canada**") and the holders ("**ARC Shareholders**") of common shares of ARC, all as more particularly described and set forth in the management information circular of ARC dated on or about June 9, 2026 accompanying the notice of this meeting (as the Arrangement may be modified or amended in accordance with the terms of the Arrangement Agreement (as defined herein)), and all transactions contemplated thereby, be and is hereby authorized, approved and adopted;
- (b) The plan of arrangement, as it may be or has been amended (the "**Plan of Arrangement**") involving among others, ARC, Shell, Shell Canada and the ARC Shareholders implementing the Arrangement, the full text of which is set out in Schedule A to the Amending 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 between ARC, Shell and Shell Canada dated as of April 27, 2026 (the "**Original Arrangement Agreement**") as amended by the amending agreement dated June 6, 2026 (the "**Amending Agreement**", and together with the Original Arrangement Agreement, the "**Arrangement Agreement**"), as the same may be modified, amended or amended and restated from time to time in accordance with its terms, and all the transactions contemplated therein, the actions of the directors of ARC in approving the Arrangement Agreement, and the actions of the directors and officers of ARC 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 ARC be and is hereby authorized and directed for and on behalf of ARC to execute, under the corporate seal of ARC 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 ARC Shareholders or that the Arrangement has been approved by the Court of King's Bench of Alberta, the directors of ARC are hereby authorized and empowered, without further notice to, or approval of, the ARC 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, to determine 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); and
- (f) Any one or more directors or officers of ARC is hereby authorized, for and on behalf and in the name of ARC, to execute (or cause to be executed) and deliver (or cause to be delivered), whether under corporate seal of ARC 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 ARC, 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 ARC,

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]

SHELL PLC
and
SHELL CANADA LIMITED
and
ARC RESOURCES LTD.

ARRANGEMENT AGREEMENT

Dated as of April 27, 2026

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ADDENDA

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Schedule B	Form of Arrangement Resolution
Schedule C	ARC Representations and Warranties
Schedule D	Parent Representations and Warranties
Schedule E	Shell Canada Representations and Warranties

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT dated April 27, 2026.

AMONG:

SHELL PLC, a public limited company registered under the laws of England and Wales with registered address at Shell Centre, London, SE1 7NA (“**Parent**”)

- and -

SHELL CANADA LIMITED, a corporation existing under the Federal laws of Canada with registered address at 400, 4th Avenue S.W., Calgary, Alberta (“**Shell Canada**”)

- and -

ARC RESOURCES LTD., a corporation existing under the laws of the Province of Alberta with registered address at 2400, 525 - 8th Avenue S.W., Calgary, Alberta, (“**ARC**”)

RECITALS:

- A. Parent, Shell Canada and ARC wish to complete a transaction involving the acquisition by Shell Canada, or an affiliated assignee of Shell Canada, directly or indirectly, of all of the issued and outstanding common shares of ARC by way of statutory plan of arrangement of ARC under Section 193 of the *Business Corporations Act* (Alberta).
- B. The ARC Board has unanimously determined that it would be in the best interests of ARC to enter into this Agreement and complete the transactions contemplated herein.
- C. Upon, among other things, the advice of its financial advisor and external legal advisors, the ARC Board has unanimously determined: (i) that the Arrangement is fair to the ARC Shareholders; and (ii) to recommend that the ARC Shareholders vote in favour of the Arrangement Resolution.
- D. Each of the ARC Supporting Shareholders (as defined herein) have, concurrently with the execution and delivery of this Agreement, entered into the ARC Support Agreements (as defined herein).
- E. 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 mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this Agreement, unless the context otherwise requires:

“5-Day VWAP” means:

- (a) in respect of the ARC Shares, the volume weighted average share price of the ARC Shares on the TSX (during continuous trading hours) for the applicable period, calculated by dividing the total Canadian dollar value of the ARC Shares traded in such applicable 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 applicable period; and
- (b) in respect of the Parent Shares, the volume weighted average share price of the Parent Shares on the LSE (during continuous trading hours) for the applicable period, calculated by dividing the total British pounds value of the Parent Shares traded in such applicable period on the LSE (during continuous trading hours) by the total number of such shares traded on the LSE (during continuous trading hours) for such applicable period, converted to Canadian dollars using the daily exchange rate for the conversion of British pounds to Canadian dollars published by the Bank of Canada on the last trading day of the applicable period (or, if such rate is not published on such day, on the most recent preceding day on which such rate was published).

“ABCA” means the *Business Corporations Act* (Alberta).

“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 Parent or its affiliates) whether or not in writing and whether or not delivered to ARC or the ARC 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 ARC that, when taken together with the shares and other securities of ARC 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 ARC or rights or interests therein and thereto;
- (b) any direct or indirect acquisition or purchase of ARC’s assets to which 20% or more of ARC’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 ARC and its Subsidiaries taken as a whole (and, for greater certainty, assets shall include shares of Subsidiaries owned by ARC);

- (c) an amalgamation, arrangement, share exchange, merger, business combination, joint venture, consolidation, recapitalization, liquidation, dissolution, winding-up, reorganization or other similar transaction involving ARC or its Subsidiaries that collectively own assets to which 20% or more of ARC's revenues or earnings on a consolidated basis are attributable;
- (d) any take-over bid, issuer bid, exchange offer or similar transaction involving ARC 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 ARC; or
- (e) any transaction that would reasonably be expected to materially reduce the benefits to Parent of the Arrangement or impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Arrangement.

"AcquisitionCo" has the meaning set forth in Section 2.2.

"Advanced Ruling Certificate" means an advance ruling certificate issued by the Commissioner under section 102 of the Competition Act.

"affiliate" means, when describing a relationship between two Persons, that either one of them is under the direct or indirect control of the other, or each of them is directly or indirectly controlled by the same Person.

"Agreement" means this arrangement agreement, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"Anti-Corruption Laws" means all applicable anti-bribery or anti-corruption Laws, including the *U.S. Foreign Corrupt Practices Act of 1977, as amended*, the *Corruption of Foreign Public Officials Act (Canada)* or the *U.K. Bribery Act 2010*.

"Anti-Money Laundering Laws" means all applicable Laws, regulations or Orders relating to money laundering, terrorist financing or the proceeds of criminal activity, including: (a) the European Union Money Laundering Directives and member states', implementing legislation; (b) the *UK Money Laundering Regulations 2017* (as amended); (c) *UK Proceeds of Crime Act 2002*; (d) the *UK Terrorism Act 2000*; (e) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*; (f) the *Criminal Code (Canada)*; and (g) the *U.S. Bank Secrecy Act*, *USA PATRIOT Act* and other U.S. legislation relating to money laundering.

"Anti-Spam Laws" means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television*

and Telecommunications Commissions Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) and any other Laws governing spam or electronic communications.

“Applicable Payment Cap” has the meaning ascribed thereto in Section 8.3(j).

“ARC” has the meaning ascribed thereto in the preamble.

“ARC Acquired DSU Plans” means the (a) Deferred Share Unit Plan dated effective August 27, 2014 and (b) Deferred Share Unit Plan dated as of December 13, 2019, in each case, of Seven Generations Energy Ltd. assumed by ARC on the acquisition of Seven Generations Energy Ltd.

“ARC Acquired Option Plans” means the (a) Stock Option Plan amended and restated as of August 28, 2013, (b) Stock Option Plan amended and restated as of August 27, 2014, and (c) the Stock Option Plan effective as of May 4, 2017, in each case, of Seven Generations Energy Ltd. assumed by ARC on the acquisition of Seven Generations Energy Ltd.

“ARC Board” means the board of directors of ARC as the same is constituted from time to time.

“ARC Board Recommendation” means the unanimous determination of the ARC Board, after consultation with its legal and financial advisors, that the Arrangement is in the best interests of ARC and is fair to ARC Shareholders, and the unanimous recommendation of the ARC Board to ARC Shareholders that they vote in favour of the Arrangement Resolution.

“ARC CapEx Plan” means the annual capital expenditures plan of ARC and its Subsidiaries as set forth on Schedule 5.1(a)(ii)(L) of the ARC Disclosure Letter.

“ARC Circular” means the notice of the ARC Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to the ARC Shareholders (and any other Persons in accordance with the Interim Order) in connection with the ARC Meeting, as amended, supplemented or otherwise modified from time to time.

“ARC Corporate IT” has the meaning ascribed thereto in paragraph (oo)(i) of Schedule C.

“ARC Disclosure Letter” means the disclosure letter dated the date of this Agreement and delivered by ARC to Parent with this Agreement.

“ARC DSU Plans” means (a) the Deferred Share Unit Plan dated effective August 2, 2023 of ARC, and (b) each of the ARC Acquired DSU Plans.

“ARC DSUs” means (a) the outstanding deferred share units granted by ARC pursuant to the ARC DSU Plan, and (b) the outstanding deferred share units granted by Seven Generations Energy pursuant to the ARC Acquired DSU Plan.

“ARC Employees” means employees of ARC or any of its Subsidiaries.

“ARC Existing Indebtedness” means any ARC Indebtedness outstanding on the date of this Agreement.

“ARC Expense Reimbursement Damages Event” has the meaning ascribed thereto in Section 8.3(d).

“ARC Expense Reimbursement Damages Payment” has the meaning ascribed thereto in Section 8.3(b)(i).

“ARC Financial Advisor Opinion” means the opinion of RBC Dominion Securities Canada Inc. to the effect that, as of the date of such opinion and based upon and subject to the various assumptions, limitations and qualifications set forth therein, the Consideration to be received by the ARC Shareholders is fair, from a financial point of view, to such holders.

“ARC Financial Statements” has the meaning ascribed thereto in paragraph (p) of Schedule C.

“ARC Incentive Awards” means ARC DSUs, ARC Options, ARC PSUs, ARC RSUs and ARC LTRSAs.

“ARC Incentive Plans” means, collectively, the ARC DSU Plans, the ARC Option Plans, the ARC PSU and RSU Plan, and the ARC LTRSA Plan.

“ARC Indebtedness” means any indebtedness for borrowed money of ARC and its Subsidiaries on a consolidated basis, including any credit facilities or liabilities evidenced by bonds, debentures, notes or other similar instruments or debt securities, including for certainty, the ARC Long-Term Debt; provided that, ARC Indebtedness shall not include any indebtedness solely among ARC and its wholly-owned Subsidiaries or any indebtedness owing pursuant to shareholder loans or other advances made by securityholders of any non-wholly-owned Subsidiary or joint venture of ARC.

“ARC Information” means the information prepared and provided by ARC and required to be included or incorporated by reference in the ARC Circular under applicable Laws other than the Parent Required Information.

“ARC JV Document” means the Constatting Documents of or other Contract governing any joint venture of ARC in each case as in effect on the date of this Agreement.

“ARC Letters of Credit” means, collectively: (a) the letter of credit facility of ARC dated February 26, 2026 in an aggregate principal amount not to exceed \$15,000,000 between ARC and Royal Bank of Canada; (b) the demand uncommitted letter of credit facility of ARC dated December 2, 2024 in an aggregate principal amount not to exceed \$30,000,000 between ARC and Bank of Montreal; and (c) the demand uncommitted letter of credit facility of ARC dated November 7, 2024 in an aggregate principal amount not to exceed \$45,000,000 between ARC and The Bank of Nova Scotia.

“ARC Long-Term Debt” means, collectively, the ARC Indebtedness contemplated under the ARC Revolving Credit Agreement, the ARC WC Credit Facility, the ARC Letters of Credit and the ARC Senior Notes.

“ARC LTRSA Plan” means the Long Term Restricted Share Award Plan dated effective April 30, 2015, as amended from time to time, of ARC.

“ARC LTRSAs” means any outstanding long-term restricted share awards issued pursuant to the ARC LTRSA Plan or otherwise.

“ARC Material Contracts” means those Contracts described in paragraph (x) of Schedule C, together with all exhibits, schedules and amendments to such Contracts.

“ARC Meeting” means the special meeting of ARC Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

“ARC Option Plans” means (a) the Share Option Plan dated effective January 1, 2011, as amended as at August 1 2012, of ARC, and (b) each of the ARC Acquired Option Plans.

“ARC Options” means any outstanding options to purchase ARC Shares issued pursuant to the ARC Option Plans or otherwise.

“ARC Owned Intellectual Property” has the meaning ascribed thereto in paragraph (nn)(i) of Schedule C.

“ARC PSU and RSU Plan” means the Long-Term Incentive Plan – Restricted Share Units and Performance Share Units as amended effective August 2, 2023, of ARC.

“ARC PSUs” means any outstanding performance share units issued pursuant to the ARC PSU and RSU Plan or otherwise.

“ARC Public Documents” means: (a) all forms, reports, schedules, statements and other documents filed by ARC since January 1, 2025, with all applicable Governmental Entities which are publicly filed, including on SEDAR+ in Canada and on EDGAR in the United States; and (b) all information available on ARC’s website on the webpages entitled “News Releases” and “Reports and Filings” within the “Investors” webpage, in the case of each of (a) and (b) above, as of the date of this Agreement.

“ARC Reserves Report” means the report prepared by GLJ and dated February 3, 2026, evaluating ARC’s proved and probable reserves and certain contingent resources as at December 31, 2025.

“ARC Revolving Credit Agreement” means the fourth amended and restated credit agreement dated February 26, 2026 among ARC, Royal Bank of Canada as administrative agent and the lenders party thereto.

“ARC RSUs” means the restricted share units granted by ARC pursuant to the ARC PSU and RSU Plan or otherwise.

“ARC Scheduled Dividends” means, collectively, all dividends in respect of the ARC Shares declared in the ordinary course and payable to ARC Shareholders on each of July 15, 2026 and October 15, 2026 (in each case, to the extent that the Effective Date has not occurred prior to such date) and, for purposes of any adjustment to the Cash Consideration pursuant to Section 2.13 only, in the amount of CAD\$0.21 per ARC Share per fiscal quarter.

“ARC Senior Notes” means, collectively, the senior unsecured notes issued by ARC: (a) on March 10, 2021 in the aggregate principal amount equal to \$550 million with a coupon rate of 3.465% and maturity date of March 10, 2031; (b) on June 17, 2025 in the aggregate principal amount equal to \$550 million with a coupon rate of 3.577% and maturity date of June 17, 2028; and on June 17, 2025 in the aggregate principal amount equal to \$450 million with a coupon rate of 4.409% and maturity date of June 17, 2032; (c) on February 25, 2026 in the aggregate equal to \$400 million with a coupon rate of 3.349% and maturity date of February 25, 2029; and (d) on February 25, 2026 in the aggregate principal amount equal to \$550 million with a coupon rate of 4.104% and maturity date of February 25, 2033.

“ARC Shareholder Approval” has the meaning ascribed thereto in Section 2.3(b).

“ARC Shareholders” means, collectively, the holders of ARC Shares and **“ARC Shareholder”** means any one of them, individually.

“ARC Shares” means the common shares in the capital of ARC.

“ARC Support Agreements” means the voting and support agreements dated the date hereof between Parent and the ARC Shareholders party thereto.

“ARC Supporting Shareholders” means, collectively, each ARC Shareholder that is a party to an ARC Support Agreement.

“ARC Termination Damages Payment” has the meaning ascribed thereto in Section 8.3(b)(ii).

“ARC Termination Damages Payment Event” has the meaning ascribed thereto in Section 8.3(c).

“ARC Transaction Litigation” has the meaning ascribed thereto in Section 2.9.

“ARC WC Credit Facility” means the demand working capital credit facility of ARC dated February 26, 2026 in an aggregate principal amount not to exceed \$40,000,000 between ARC and Royal Bank of Canada.

“Arrangement” means the arrangement of ARC under Section 193 of the ABCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.4 hereof or the Plan of Arrangement or made at the direction of the Court in the Final Order (provided that any such amendment or variation is acceptable to both ARC and Parent, each acting reasonably).

“Arrangement Resolution” means the special resolution of the ARC Shareholders approving the Arrangement which is to be considered at the ARC Meeting substantially in the form of Schedule B 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 Parent and ARC, acting reasonably.

“Articles of Arrangement” means the articles of arrangement of ARC in respect of the Arrangement required by the ABCA to be filed with the Registrar after the Final Order is made and all other conditions precedent to the Arrangement are either satisfied or waived in accordance with this Agreement and, which shall include the Plan of Arrangement and otherwise be in form and content satisfactory to ARC and Parent, each acting reasonably.

“Authorization” means any authorization, Order, permit, approval, grant, licence, registration, consent, allowance, exemption, waiver, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity.

“Benefit Plan” means any written plan, Contract, program, policy, practice or undertaking, funded or unfunded, insured or uninsured, registered or unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, commission, incentive, profit sharing, deferred compensation, severance, change of control, retention, termination, vacation and vacation pay, pension, supplemental pension, retirement, savings, health, welfare, wellness, medical, dental, vision, disability, hospitalization, life or accident insurance, loan and any similar plans, Contracts, programs, policies, practices, undertakings, in each case, (x) for the benefit of employees or former employees, officers or directors of ARC or any Subsidiaries of ARC or other Persons who are receiving remuneration for work or services provided to ARC or any Subsidiaries of ARC who are not employees of ARC or its Subsidiaries (or any spouses, dependants, survivors or beneficiaries of such Persons), (y) that are maintained, sponsored or funded by ARC or any Subsidiary of ARC or (z) under which ARC or any of its Subsidiaries has, or will have, any liability or contingent liability; excluding (a) Statutory Plans and (b) equity or security-based compensation arrangements (including the ARC Incentive Plans).

“Breach of Security Safeguards” means the actual or suspected theft, loss of, unauthorized access to, use, interruption, alteration or compromise of, unavailability of, or other Processing regarding Information Technology or Personal Information or any other breach of the protection of Personal Information or Information Technology.

“Breaching Party” has the meaning ascribed thereto in Section 5.8(a).

“Business Day” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in: Calgary, Alberta, Canada or London, England, United Kingdom.

“Canada Transportation Act” means the *Canada Transportation Act* (Canada).

“CapEx” has the meaning ascribed thereto in Section 5.1(a)(ii)(L).

“Cash Consideration” means \$8.20 per ARC Share, as such amount may be adjusted in accordance with Section 2.13.

“Certificate of Arrangement” 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.

“Change in Recommendation” means the occurrence of any of the following prior to the ARC Shareholder Approval having been obtained: the ARC Board (a) withdraws, amends, modifies or qualifies, or publicly proposes or states its intention to withdraw, amend, modify or qualify, the ARC Board Recommendation in an adverse manner to Parent; (b) accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend, an Acquisition Proposal or takes no position or a neutral position with respect to an Acquisition Proposal for more than five (5) Business Days (or in the event the ARC Meeting is scheduled to occur within five (5) Business Days, beyond the third (3rd) Business Day prior to the date of the ARC Meeting); (c) fails to include the ARC Board Recommendation in the ARC Circular or publicly reaffirm (without qualification) the ARC Board Recommendation within five (5) Business Days after having been requested in writing by Parent to do so (or in the event the ARC Meeting is scheduled to occur within five (5) Business Days of such request, prior to the third (3rd) Business Day prior to the date of the ARC Meeting); or (d) passes a resolution to take any of the foregoing actions in clauses (a) through (c) above.

“City Code” means the UK City Code on Takeovers and Mergers.

“Closing Date” has the meaning ascribed thereto in Section 2.10.

“Collective Agreement” means collective agreements and related Contracts and documents with labor unions, labor organizations, works councils, bargaining agents, employee associations or any other employee representative body, including all addenda, wage scale listings, benefit agreements, letters of understanding, letters of intent and other written communications that govern terms and conditions of employment with any employees to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound as at the date of this Agreement.

“Commissioner” means the Commissioner of Competition appointed under the Competition Act or her designee.

“Companies Act” means the *UK Companies Act 2006*.

“Competition Act” means the *Competition Act (Canada)*.

“Competition Act Approval” means the occurrence of one or more of the following, in respect of the Transactions:

- (a) the Commissioner shall have issued an Advanced Ruling Certificate; or

- (b) both: (i) either the applicable waiting period under section 123(1) or 123(2) of the Competition Act has expired or been terminated by the Commissioner, 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 Parent, in its sole discretion, the Commissioner shall have issued a No Action Letter.

“Confidentiality Agreement” means the mutual confidentiality agreement between Parent and ARC dated March 18, 2026.

“Consideration” means the consideration to be received by the ARC Shareholders pursuant to the Plan of Arrangement as consideration for their ARC Shares, being, for each ARC Share: (a) the Share Consideration; and (b) the Cash Consideration.

“Constating Documents” means, as applicable to each Person, such Person’s articles of incorporation, association, amalgamation, arrangement or continuation, partnership agreements, unanimous shareholders agreements and/or by-laws (or equivalent documents), as applicable, and all amendments to such articles, partnership agreements, unanimous shareholders agreements or by-laws (or equivalent documents).

“Continuing Individual” means ARC Employees (other than the Specified Officers) as of the time immediately prior to the Effective Time whose employment is not terminated by ARC or any Subsidiary of ARC effective and conditional upon the completion of the Arrangement, and includes the heirs, executors, administrators and other legal representatives of such employees.

“Contract” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

“Conversion Factor” means the quotient of the 5-Day VWAP for the ARC Shares for the five trading days ending on the trading date immediately preceding the Effective Date divided by the 5-Day VWAP for the Parent Shares for the five trading days ending on the trading date immediately preceding the Effective Date.

“Court” means the Court of King’s Bench of Alberta.

“CTA Approval” means the occurrence of one of the following: (i) Shell Canada shall have received a notice from the Minister of Transport pursuant to subsection 53.1(4) of the Canada Transportation Act that the Minister of Transport is of the opinion that the Transactions do not raise issues with respect to the public interest as it relates to national transportation, in accordance with subsection 53.1(4) of the Canada Transportation Act; or (ii) the Transactions shall have been approved by the Governor in Council in accordance with subsections 53.2(7) of the Canada Transportation Act, and in either case the completion of the Transactions shall not be prohibited under subsection 53.2(1) of the Canada Transportation Act.

“Damages Payment” has the meaning ascribed thereto in Section 8.3(b)(iii).

“Departing Individuals” means, as of the time immediately prior to the Effective Time: (a) the ARC directors; (b) the Specified Officers who resign pursuant to Section 5.10(b) or whose employment is terminated or to be terminated by ARC or any Subsidiary of ARC effective and conditional upon the completion of the Arrangement on a without cause basis (if any); and (c) Retired ARC Employees, and includes the heirs, executors, administrators and other legal representatives of such directors, Specified Officers and Retired ARC Employees.

“Depositary” means such Person as the Parties may mutually agree to appoint to act as depositary in connection with the Arrangement.

“Disclosing Party” has the meaning ascribed thereto in Section 5.7(a).

“Disclosure Guidance and Transparency Rules” means the disclosure guidance and transparency rules made by the FCA under Part VI of FSMA (as set out in the FCA Handbook).

“Dissent Rights” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement.

“EDGAR” means the Electronic Data Gathering, Analysis and Retrieval (EDGAR) database of the SEC.

“Effective Date” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“Effective Time” means 10:00 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

“Environment” means the natural components of the earth and includes: (a) 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); (b) all organic and inorganic matter and living organisms; (c) the interacting natural systems that include components referred to in clauses (a) and (b); (d) the environment or natural environment as defined in any Environmental Laws; and (e) 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.

“ERISA” means the *U.S. Employee Retirement Income Security Act of 1974*.

“ERISA Affiliate” of any Person means any other Person (whether or not incorporated) that, together with such Person, is or was at the relevant time considered under common control with or treated as a single employer under section 414(b), (c), (m) or (o) of the U.S. Tax Code.

“Euronext” means Euronext Amsterdam.

“Expert” has the meaning ascribed thereto in Section 2.13(c).

“FCA” means the United Kingdom Financial Conduct Authority.

“FCA Handbook” means the FCA’s Handbook of Rules and Guidance.

“Final Order” means the Order of the Court approving the Arrangement in the form acceptable to ARC and Parent, each acting reasonably, as such order may be amended by the Court (with prior written consent of both Parent and ARC, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to Parent and ARC, each acting reasonably) on appeal.

“FSMA” means the *United Kingdom Financial Services and Markets Act 2000*.

“GLJ” means GLJ Ltd.

“Governmental Entity” means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, ministry, bureau or agency, domestic or foreign; (b) any stock exchange, including the LSE, TSX, NYSE and Euronext; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing.

“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: (a) 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 transaction, 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 (b) any derivative or combination of these transactions.

“**HSR Act**” means the *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 Transaction, and any commitment to, or agreement with, any Governmental Entity 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.

“**ICA**” means the *Investment Canada Act (Canada)*.

“**ICA Approval**” means, in respect of the Transactions, that: (a) Parent shall have received written evidence from the responsible Minister under the ICA that the Minister is satisfied or is deemed to be satisfied that the Transactions are likely to be of net benefit to Canada pursuant to the ICA; and (b) there is no impediment to the completion of the Transactions under Part IV.1 of the ICA.

“**IFRS**” means International Financial Reporting Standards, and: (a) in the case of Parent, as issued by the International Accounting Standards Board, as applied in accordance with the provisions of the Companies Act and *The Large and Medium-Sized Companies and Group (Accounts and Reports) Regulations 2008 (SI 2008/410)*; and (b) in the case of ARC, as issued by the International Accounting Standards Board as applicable to entities that are publicly accountable in Canada, in effect from time to time.

“**Indigenous Group Contracts**” has the meaning ascribed thereto in paragraph (w) of Schedule C.

“**Ineligible Foreign Holder**” means, as determined by Parent, an ARC Shareholder whose address in the register of ARC Shareholders is in a jurisdiction outside Canada, the United States and the United Kingdom, except where Parent is reasonably satisfied that the issue of Parent Shares in that jurisdiction under the Plan of Arrangement would be neither prohibited by Law nor unduly onerous.

“**Information Technology**” means all computer systems, communications systems, software (other than off-the-shelf software), firmware, middleware and hardware, and other information technology systems or infrastructure, whether owned, used or licensed.

“**Intellectual Property**” means all intellectual property rights anywhere in the world, including in or with respect to: (a) patents or inventions; (b) means any trademark, service mark, trade dress, trade name, corporate name or similar designation of source of origin, and all goodwill associated with the use of and symbolized by any of the foregoing; (c) domain names and social media identifiers; (d) copyrights and any other equivalent rights in works of authorship (including rights in software, databases or designs as a work of authorship), moral rights, and mask work rights; (e) trade secrets, industrial secret rights, and other rights in know-how, data and confidential and proprietary information, including

in technologies, processes, techniques, protocols, methodologies, methods, formulae, algorithms, layouts, designs, specifications, confidential information, in each case, that derive independent economic value, whether actual or potential, from not being known to other Persons; and (f) with respect to any of the foregoing, as applicable, any registrations, applications, provisionals, renewals, extensions, reissues, divisions, revisions, re-examinations, continuations, or continuations-in-part.

“Interim Order” means an Order of the Court under section 193(4) of the ABCA, in a form acceptable to Parent and ARC, each acting reasonably, containing declarations and directions in respect of the notices to be given and the conduct of the ARC Meeting with respect to the Arrangement as more fully set out herein, 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 Parent and ARC, each acting reasonably.

“Interim Period” has the meaning ascribed thereto in Section 5.1(a).

“Key Regulatory Approvals” means the Competition Act Approval, the ICA Approval, the HSR Approval and the CTA Approval.

“Law” means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, Orders, writs, decrees, declarations, treaties, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic, foreign, or supranational and the terms and conditions of any Authorization of or from any Governmental Entity, including for this purpose a self-regulatory authority (including LSE, TSX, NYSE and Euronext), and the term “applicable” with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its Subsidiaries or their business, undertaking, assets, property or securities and emanate from a Person having jurisdiction over the Party and/or its Subsidiaries or its or their business, undertaking, assets, property or securities.

“Liens” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, rights of pre-emption, conditional sale agreement, capital lease or title retention agreement, encumbrances and adverse rights or claims, 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) that has a similar economic effect as, or that is capable of becoming, any of the foregoing.

“LSE” means London Stock Exchange plc or its successor.

“LSE Admission” means the admission of the Parent Consideration Shares to listing in the equity shares (commercial companies) category of the Official List of the FCA and to trading on the LSE’s main market for listed securities.

“Mailing Deadline” means June 15, 2026.

“Material Adverse Effect” means, with respect to either Party, any event, change, occurrence, effect or state of facts, that, individually or in the aggregate with other events,

changes, occurrences, effects or states of facts has a material and adverse effect on the business, operations, results of operations or condition (financial or otherwise) of the Party and its Subsidiaries taken as a whole, provided that none of the following (or the results thereof) shall constitute or be taken into account in determining whether a Material Adverse Effect has occurred:

- (a) any change or development affecting any of the industries, businesses or segments thereof in which such Party and its respective Subsidiaries operate;
- (b) any changes in commodity prices on a current or forward basis;
- (c) any change or development in or relating to general economic, business, banking, financial, regulatory, credit, currency exchange, interest rate, rates of inflation or capital market conditions, including inflation, supply chain disruptions, labor shortages, interest rates, foreign exchange or exchange rates;
- (d) any change or development in global, national or regional political or regulatory conditions (including general labor strikes, lockouts, protests, riots or any act of terrorism, sabotage, espionage, cyberattack or any outbreak of hostilities or war (declared or undeclared) or any escalation or worsening thereof, anti-dumping actions, international tariffs, sanctions, trade policies or disputes or any “trade war” or similar actions or the threat thereof);
- (e) any epidemic, pandemic or disease outbreak or any worsening thereof (including any response of Governmental Entities thereto);
- (f) any hurricane, flood, tornado, earthquake, wildfire or other natural or man-made disaster;
- (g) any adoption, proposal, implementation or change in Law or in any interpretation, application or non-application of any Laws by any Governmental Entity (including, for greater certainty, any change to the Tax Act, U.S. Tax Code, any Laws of the Provinces of Alberta or British Columbia related to the reservation and collection of royalties on petroleum or natural gas or other applicable taxing legislation or to Tax rates), and any action taken (or omitted to be taken) by such Party or its respective Subsidiaries which is required thereby;
- (h) any change in generally accepted accounting principles, including IFRS, or regulatory accounting requirements applicable in the jurisdictions in which such Party or any of its respective Subsidiaries conducts business;
- (i) the negotiation, execution or announcement of this Agreement or any public disclosure relating to the foregoing, including the initiation of litigation by any Person with respect to this Agreement or the Transaction, and any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, partners, employees or other stakeholders of such Party or any of its respective Subsidiaries or with any Governmental Entities, due to the negotiation, execution or announcement of this Agreement or the

Transaction, the actions required or authorized hereby, or any public disclosure relating to the foregoing (provided that this paragraph (i) shall not apply to any representation or warranty that address the consequences of the negotiation, execution or announcement of this Agreement or the Transaction, the actions required or authorized hereby, or any public disclosure relating to the foregoing);

- (j) actions or inactions taken by such Party or any of its respective Subsidiaries that are expressly required by this Agreement or that are taken at the written request of or with the prior written consent of the other Party;
- (k) any change in the market price or trading volume of any securities of such Party (it being understood that the causes underlying such change in market price may be taken into account in determining whether a Material Adverse Effect in respect of such Party has occurred to the extent not otherwise excluded by any other clause in this definition), or any suspension of trading in securities generally or on any securities exchange on which any securities of such Party trades;
- (l) the failure, in and of itself, of such Party to meet any internal or public projections, forecasts or estimates of revenues or earnings (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect in respect of such Party has occurred to the extent not otherwise excluded by any other clause in this definition);
- (m) any downgrade or anticipated downgrade in rating or rating outlook applicable to such Party or any of its respective Subsidiaries or their respective securities (it being understood that the causes underlying such downgrade may be taken into account in determining whether a Material Adverse Effect in respect of such Party has occurred to the extent not otherwise excluded by any other clause in this definition); or
- (n) any matter that has been expressly disclosed in: (i) the Public Documents of such Party (excluding any disclosures set forth in any section of a document in such Public Documents entitled “Risk Factors,” “Cautionary Statement on Forward-Looking Information” or similarly titled section or any other disclosures included in such documents to the extent that they are cautionary, predictive or forward-looking rather than historical facts) prior to the date of this Agreement; or (ii) in the case of ARC, the ARC Disclosure Letter, but, in the case of each of (i) and (ii), only to the extent of such express disclosure (and not, for the avoidance of doubt, any other consequences of the matter so disclosed);

provided, however, that any event, change, occurrence, effect or state of facts referred to in paragraphs (a) through (h) above may be taken into account in determining whether a Material Adverse Effect has occurred in respect of such Party but solely to the extent that it disproportionately adversely affects such Party and its Subsidiaries, taken as a whole, compared to other companies of similar size operating in the industries and jurisdictions in which such Party and its Subsidiaries operate.

“**material fact**” and “**material change**” have the meanings ascribed thereto in the Securities Act.

“**Material Subsidiary**” means, in respect of a Party, a Subsidiary of that Party, the total assets of which constitute more than ten percent (10%) of the consolidated assets of that Party as at December 31, 2025, or the total revenues of which constitute more than ten percent (10%) of the consolidated revenues of that Party for the year ended December 31, 2025.

“**Meeting Deadline**” means July 14, 2026.

“**misrepresentation**” has the meaning ascribed thereto in the Securities Act.

“**NI 52-109**” means National Instrument 52-109 - *Certification of Disclosure in Issuers’ Annual and Interim Filings* of the Canadian Securities Administrators.

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

“**Nominee**” has the meaning ascribed thereto in Section 2.12.

“**NYSE**” means the New York Stock Exchange.

“**Official List**” means the official list maintained by the FCA pursuant to Part VI of FSMA.

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

“**Outside Date**” means the date that is six (6) months after the date of this Agreement; provided that if any Key Regulatory Approval has not been obtained by that date and none of the Key Regulatory Approvals have been denied by a non-appealable decision of a Governmental Entity, the Outside Date shall be extended by successive one (1) month periods up to an aggregate of three (3) months, so long as each Party is using its commercially reasonable efforts to obtain such Key Regulatory Approval, provided that the Outside Date shall be subject to extension under Section 2.10, Section 2.13(d), Section 5.5(f) and Section 9.3 but in no event shall such foregoing extensions cause the Outside Date to exceed a date which is nine (9) months from the date of this Agreement.

“**Parent**” has the meaning ascribed thereto in the preamble.

“**Parent American Depositary Receipts**” means the American Depositary Receipts issued by any nationally recognized financial institution in the U.S that is appointed by Parent to act as depositary bank with respect to American Depositary Receipts that represent Parent Shares and are listed on NYSE.

“**Parent Board**” means the board of directors of Parent as the same is constituted from time to time.

“Parent Consideration Shares” means the Parent Shares to be issued to ARC Shareholders as part of the Consideration pursuant to the Plan of Arrangement.

“Parent Financial Statements” has the meaning ascribed thereto in paragraph (j) of Schedule D.

“Parent Public Documents” means: (a) all forms, reports, schedules, statements and other documents filed by Parent since January 1, 2025, with all applicable Governmental Entities which are publicly filed; (b) all information made available by Parent since January 1, 2025 by way of an announcement via a Regulatory Information Service; and (c) all information available on Parent’s website on the webpages and sections entitled “Who we are”, “What we do” and “News and filings”, “Results and reporting”, “Information for shareholders”, “Debt information” and “Annual General Meeting” within the “Investors” webpage, in the case of each of (a), (b) and (c) above, as of the date of this Agreement.

“Parent Required Information” has the meaning ascribed thereto in Section 2.5(d).

“Parent Scheduled Dividends” means, collectively, all regular quarterly dividends in respect of the Parent Shares declared, made or paid in the ordinary course including increases that are: (a) materially consistent with Parent’s past practice; (b) made in accordance with Parent’s progressive dividend policy as updated from time to time; or (c) intended by Parent to become the regular quarterly dividends in respect of the Parent Shares to be declared in the ordinary course going forward.

“Parent Shares” means ordinary shares in the capital of Parent.

“Parent Transaction Litigation” has the meaning ascribed thereto in Section 2.9(b).

“Parties” means ARC, Shell Canada and Parent, and **“Party”** means any of them.

“Payee” has the meaning ascribed thereto in Section 8.3(k).

“PBGC” has the meaning ascribed thereto in paragraph (kk)(ii)(G) of Schedule C.

“Permitted Lien” or “Permitted Liens” means:

- (a) any Lien imposed by any Governmental Entity for Taxes not yet due and delinquent or which are being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with IFRS (to the extent required by IFRS);
- (b) Liens arising by operation of Law, securing the claims of Persons having taken part in the construction or renovation of real property and other like Liens arising in the ordinary course in accordance with good industry practice; statutory Liens incurred or pledges or deposits made under worker’s compensation, employment insurance and other social security legislation;
- (c) Liens or deposits to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other

obligations of a like nature (other than for borrowed money) incurred in the ordinary course in accordance with good industry practice;

- (d) servitudes, easements, rights-of-way, restrictions and other similar Liens incurred in the ordinary course in accordance with good industry practice and Liens consisting of zoning or building restrictions, easements, licences, restrictions on the use of real property or minor imperfections in title thereto in each case, which do not materially interfere with the current use, occupation and enjoyment in the ordinary course in accordance with good industry practice by the applicable Party or its Subsidiaries of any assets that are material to such Party and its Subsidiaries, taken as a whole;
- (e) Liens of or resulting from any Order by a Governmental Entity, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the applicable Person is at any time in good faith prosecuting an appeal or proceeding for review and in respect of which a stay of execution pending such appeal or proceeding for review shall have been secured;
- (f) undetermined or inchoate Liens and charges arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with Laws or of which written notice has not been duly given in accordance with Laws or which although filed or registered, relate to obligations not due or delinquent;
- (g) the rights reserved to or vested in Governmental Entities by statutory provisions;
- (h) security provided to public utilities or to any municipalities or similar public authorities when required by the utility, municipality or similar public authority in connection with the supply of services or utilities;
- (i) Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of combination of accounts or similar rights in the ordinary course in accordance with good industry practice of conducting day-to-day banking business in relation to deposit accounts or other funds maintained with a creditor depository institution;
- (j) Liens arising from the right of distress enjoyed by landlords or Liens otherwise granted to landlords, in either case, to secure the payment of arrears of rent in respect of any leased real property;
- (k) Liens that are registered or recorded against title to any assets of a Party or its Subsidiaries as of the date hereof, or which are registered subsequent to such date in the ordinary course in accordance with good industry practice and which, in each case, do not materially interfere with the use, occupation and enjoyment by such Party or its Subsidiaries of any such assets in the ordinary course in accordance with good industry practice;

- (l) other Liens and minor irregularities in title which do not materially interfere with the current use, occupation and enjoyment by a Party or its Subsidiaries of any assets that are material to such Party and its Subsidiaries, taken as a whole, in the ordinary course in accordance with good industry practice; and
- (m) Liens that have been adequately reflected or reserved on the latest consolidated balance sheet of such Party, and/or for which adequate holdbacks are being maintained, if and as required under IFRS or applicable Law.

“Person” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

“Personal Information” means information about an identifiable individual in the possession or under the control of ARC or any of its Subsidiaries, and includes any information defined as “personal information”, “personally identifiable information”, “personal data” or similar other terms as defined in applicable Privacy Laws.

“Plan of Arrangement” means the plan of arrangement of ARC, substantially in the form of Schedule A, and any amendments or variations thereto made in accordance with Section 8.4 or upon the direction of the Court in the Final Order with the consent of ARC and Parent, each acting reasonably.

“Pre-Closing Reorganization” has the meaning ascribed thereto in Section 5.12.

“Privacy and Data Security Requirements” means: (a) Privacy Laws; (b) all rules, principles, or other requirements of any self-regulatory organization, or industry standard; (c) ARC and its Subsidiaries’ own rules, policies and procedures governing privacy, data protection, cybersecurity, cookies (or equivalent technologies) and/or direct marketing, that have been adopted and implemented at any time, whether such policies or procedures are formal or informal or written or unwritten; and (d) all Contracts, notices and consents, in each case, applicable to the Processing of Personal Information or security of Information Technology.

“Privacy Laws” means: (a) all applicable Laws and any guidance issued by any Governmental Entity relating to privacy, data security and the Processing of Personal Information, including the *Personal Information Protection and Electronic Documents Act (Canada)*, substantially similar provincial and territorial laws, and the equivalent Laws in the United Kingdom including the UK Data Protection Act 2018 and Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; and (b) Anti-Spam Laws.

“Process” or **“Processing”** means to access, alter, collect, combine, compile, use, create, modify, retrieve, intercept, structure, disclose, share, de-identify, anonymize, derive, transfer, maintain, make available, store, secure, destroy, record, restrict, retain, transmit, delete, dispose, erase and/or manage.

“Prospectus Rules” means the Public Offers and Admissions to Trading Regulations 2024 (SI 2024/105) (the **“POATRs”**) and the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook of the FCA made thereunder and forming part of the FCA Handbook (the **“PRMs”**).

“Public Documents” means the ARC Public Documents or the Parent Public Documents, as the context so requires.

“Recipient” has the meaning ascribed thereto in Section 5.7(a).

“Registrar” means the Registrar appointed pursuant to Section 263 of the ABCA.

“Regulatory Approvals” means any consent, waiver, permit, exemption, relief, review, Order, decision or approval of, or any notification, registration and filing with or withdrawal of any formal objection or successful conclusion of any litigation brought by, any Governmental Entity, the expiry, waiver or termination of any waiting period by Law, or the expiry, waiver or termination of any written agreement between the Parties and a Governmental Entity to refrain from consummating the Arrangement, in each case required or advisable under Law in connection with the Arrangement, including the Key Regulatory Approvals.

“Regulatory Information Service” has the meaning given in the FCA Handbook.

“Related Parties” has the meaning ascribed thereto in Section 8.3(j).

“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 under Section 6.1(a).

“Resignations and Mutual Releases” has the meaning ascribed thereto in Section 5.10(b).

“Response Period” has the meaning ascribed thereto under Section 6.4(a)(iv).

“Retired ARC Employees” means those former ARC Employees that retired from ARC prior to the date of this Agreement and hold ARC Incentives immediately prior to the Effective Time and are set forth in Schedule 2.15(a) of the ARC Disclosure Letter.

“Sanctioned Country” means any country or region that is the subject of a comprehensive country-wide or region-wide Sanctions Laws from time to time. As of the date of this Agreement, Sanctioned Country includes each of the following: Cuba, Iran, North Korea, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the area of the Kherson Oblast of Ukraine that is illegally occupied by the Russian Federation, and the area of the Zaporizhzhia Oblast of Ukraine that is illegally occupied by the Russian Federation.

“Sanctioned Person” means: (a) any Person listed or designated under any Sanctions Laws; (b) any Person operating, organized, or resident in a Sanctioned Country; (c) any Person owned fifty percent (50%) or more, individually or in the aggregate, directly or indirectly, by, or owned or (as relevant and defined under Sanctions Laws) controlled by, or acting or purporting to act on behalf of any such Person; (d) any government of a Sanctioned Country; or (e) any entity fifty percent (50%) or more owned or (as relevant and defined under Sanctions Laws) controlled by any such government of a Sanctioned Country.

“Sanctions Laws” means all applicable Laws imposing economic or financial sanctions and export controls administered by any of the United Nations Security Council, the United States government, the European Union, the United Kingdom government, the Canadian government, the respective governmental institutions and agencies of any of the foregoing, including the Office of Foreign Assets Control of the United States Department of the Treasury, the United States Department of State and the United States Department of Commerce and His Majesty’s Treasury, or any other Governmental Entity with responsibility for imposing, administering or enforcing economic or financial sanctions with jurisdiction over the applicable Party or any of its Subsidiaries.

“SEC” means the U.S. Securities and Exchange Commission.

“Second Half 2026 Grants” means the grant of ARC PSUs and ARC RSUs disclosed in Schedule 1.1, as approved by the ARC Board.

“Securities Act” means the *Securities Act* (Alberta) and the rules, regulations, Orders, and published policies made thereunder.

“Securities Authorities” means:

- (a) in Canada, the Alberta Securities Commission and any other applicable securities commission or securities regulatory authority of a province or territory of Canada;
- (b) in the United Kingdom, the FCA; and
- (c) in the United States, the U.S. Securities and Exchange Commission.

“Securities Laws” means:

- (a) in Canada, the Securities Act, together with all other applicable provincial and territorial securities Laws, rules and regulations and published policies thereunder;
- (b) in the United Kingdom, the UK Listing Rules, the Prospectus Rules, the Disclosure Guidance and Transparency Rules, the Companies Act, the City Code and FSMA, together with all other applicable securities Laws, rules and regulations and published policies and guidance thereunder; and
- (c) in the United States, the U.S. Securities Act and the U.S. Exchange Act and other U.S. federal and state securities Laws.

“**SEDAR+**” means the System for Electronic Data Analysis and Retrieval+ maintained on behalf of the Securities Authorities.

“**Settlement Price**” means an amount in cash equal to: (i) \$8.20 in cash plus; (ii) the value of 0.40247 of a Parent Share, with the value of the Parent Shares being calculated based on the 5-Day VWAP for the Parent Shares for the five trading days ending on the trading date immediately preceding the Effective Date.

“**Share Consideration**” means 0.40247 of a Parent Share.

“**Shell Canada**” has the meaning ascribed thereto in the preamble.

“**Shell Expense Reimbursement Damages Event**” has the meaning ascribed thereto in Section 8.3(f).

“**Shell Expense Reimbursement Damages Payment**” has the meaning ascribed thereto in Section 8.3(b)(iv).

“**Specified Officers**” means, collectively, those individuals holding the titles *[titles of officers redacted]* of ARC.

“**Statutory Plans**” means statutory benefit plans pursuant to which ARC or any of the Subsidiaries of ARC, or Parent or any of the Subsidiaries of Parent, as applicable, are required to make contributions or remittances in accordance with applicable Laws and that are administered by any Governmental Entity, including any benefit plans administered pursuant to applicable health, Tax, workplace safety insurance, and employment insurance Laws.

“**Subsidiary**” means, with respect to a Person, any body corporate, partnership, joint venture or other non-natural Person: (a) of which more than fifty percent (50%) of the outstanding shares or other voting securities ordinarily entitled to elect a majority of the board of directors (or equivalent governing body) thereof (whether or not shares or other securities of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such Person; or (b) over which such Person exercises control.

“**Superior Proposal**” means an unsolicited *bona fide* written Acquisition Proposal:

- (a) that complies with all applicable Securities Laws and which the ARC Board has determined in good faith (after consultation with its financial and legal advisors) is capable of being completed in accordance with applicable Law;
- (b) that is not subject to a financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to be available to the satisfaction of the ARC Board acting in good faith (after consultation with its financial and legal advisors);

- (c) that is not subject to any due diligence condition and/or access condition, other than reasonable confirmatory due diligence;
- (d) that complies in all material respects with applicable Law;
- (e) to acquire not less than all of the outstanding ARC Shares or not less than substantially all of the assets, properties, permits, rights or other privileges (whether contractual or otherwise) of ARC and its Subsidiaries (on a consolidated basis);
- (f) that the ARC Board and any relevant committee thereof has determined in good faith, after receipt of advice from its financial and legal advisors, is reasonably capable of being consummated without undue delay, 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
- (g) that the ARC Board and any relevant committee thereof determines in good faith, after receipt of advice from its financial and legal advisors, would be, if consummated in accordance with its terms (including, the terms of any proposed financing arrangements), but without assuming away the risk of non-completion or undue delay, more favourable, from a financial point of view, to the ARC Shareholders than the Arrangement after taking account of any amended proposal made by Parent under Section 6.4(b) (if any).

“Superior Proposal Action” has the meaning ascribed thereto in Section 6.4(a).

“Tax” means any taxes, duties, fees, premiums, assessments, imposts, levies and other charges in the nature of taxation and all related withholdings or deductions of any nature imposed or collected by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed or collected by any Governmental Entity in respect thereof, and including, but not limited to, those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, capital gain, minimum, large corporation, transfer, land transfer, sales, goods and services, harmonized sales, use, value added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada and other pension plan premiums or contributions imposed or collected by any Governmental Entity, and any transferee or secondary liability in respect of any of the foregoing.

“Tax Act” means the *Income Tax Act (Canada)*.

“Tax Authority” means any taxing or other authority (whether within or outside the United Kingdom or Canada) competent to impose any Tax liability, or assess or collect any Tax.

“Tax Return” or **“Tax Returns”** includes all returns, reports, declarations, elections, designations, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments,

supplements, appendices and exhibits thereto, made, prepared, filed or required by a Law or by a Governmental Entity to be made, prepared or filed in respect of Taxes.

“Terminating Party” has the meaning ascribed thereto in Section 5.8(a).

“Termination Notice” has the meaning ascribed thereto in Section 5.8(a).

“Transaction” or **“Transactions”** means the acquisition by Shell Canada of all of the issued and outstanding ARC Shares and related transactions contemplated by this Agreement and the Arrangement.

“Transferred Information” has the meaning ascribed thereto in Section 5.7(a).

“TSX” means Toronto Stock Exchange.

“UK” or **“United Kingdom”** means the United Kingdom of Great Britain and Northern Ireland.

“UK Listing Rules” means the UK listing rules made by the FCA under Part VI of FSMA and the UK Listing Rules Instrument 2024 (FCA 2024/23).

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

“U.S. ARC Pension Plan” has the meaning ascribed thereto in paragraph (kk)(ii)(G) of Schedule C.

“U.S. Exchange Act” means the *United States Securities Exchange Act of 1934*.

“U.S. Securities Act” means the *United States Securities Act of 1933*.

“U.S. Tax Code” means the U.S. Internal Revenue Code of 1986, as amended.

“VAT” has the meaning ascribed thereto in Section 8.3(k).

“Willful Breach” means an action or omission taken or omitted to be taken that the breaching party intentionally takes (or fails to take) and actually knows would, or would reasonably be expected to, be or cause a material breach of this Agreement.

1.2 Interpretation Not Affected by Headings.

The division of this Agreement into Articles, Sections, subsections, paragraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph, clause or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph, clause or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number and Gender.

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Date for Any Action and Computation of Time.

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. References to time are to local time, Calgary, Alberta, Canada.

1.5 Currency.

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful currency of Canada and “\$” refers to Canadian dollars.

1.6 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 required to be made shall be made in accordance with IFRS consistently applied.

1.7 Knowledge.

- (a) In this Agreement, references to “the knowledge of ARC” means the actual knowledge of the President and Chief Executive Officer of ARC, the Senior Vice President and Chief Financial Officer of ARC and all other individuals of ARC holding the title of Senior Vice President, in each case, after such inquiry as such persons shall consider reasonable in the circumstances.
- (b) In this Agreement, references to “the knowledge of Parent” means the actual knowledge of *[name redacted]*, GM M&A Finance IGU and *[name redacted]*, President, Integrated Gas, in each case, after such inquiry as such persons shall consider reasonable in the circumstances.
- (c) In this Agreement, references to “the knowledge of Shell Canada” means the actual knowledge of *[name redacted]* GM M&A Finance IGU and *[name redacted]*, President, Integrated Gas, in each case, after such inquiry as such persons shall consider reasonable in the circumstances.
- (d) Except (i) as otherwise expressly provided herein, or (ii) as expressly disclosed in the ARC Disclosure Letter, the Parent Public Documents or the ARC Public Documents (excluding in the case of the Parent Public Documents and the ARC Public Documents, any disclosures set forth in any section of a document in the Parent Public Documents or ARC Public Documents, as applicable, entitled “Risk Factors,” “Cautionary Statement on Forward-Looking Information” or similarly

titled section or any other disclosures included in such documents to the extent that they are cautionary, predictive or forward-looking rather than historical facts) but, in the case of (ii), only to the extent of such express disclosure (and not, for the avoidance of doubt, any other consequences of the matter so disclosed), the representations, warranties, covenants and rights to any remedy of a Party and any determination of whether a Material Adverse Effect in respect of a Party has occurred or would, or would reasonably be expected to, occur shall not be affected or deemed waived by reason of any investigation made or knowledge possessed by or on behalf of any Party or any of its Representatives.

1.8 Disclosure Letters.

For the purpose of this Agreement, it is acknowledged and agreed that disclosure in any section or subsection of the ARC Disclosure Letter will be deemed disclosed with respect to the relevant representations and warranties of ARC in this Agreement and all other sections or subsections of the ARC Disclosure Letter, to the extent the relevance of such disclosure to such Section or subsection is reasonably apparent on the face of such disclosure and enables the recipient of such ARC Disclosure Letter to assess the impact of such disclosure on such Section or subsection. The ARC Disclosure Letter forms an integral part of this Agreement for all purposes of it.

1.9 Other Definitional and Interpretive Provisions.

- (a) References in this Agreement to the words “include”, “includes” or “including” shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by those words or words of like import.
- (b) Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.
- (c) References in this Agreement to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with its terms, including any exhibits, schedules, annexes, statements of work, riders and other documents attached thereto.
- (d) References in this Agreement to a Person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person, as applicable.
- (e) References to a particular statute shall be to such statute and the rules, regulations, orders and published policies made thereunder, as now in effect and as it and they may be promulgated thereunder or amended from time to time; provided that, for purposes of any representations and warranties in this Agreement that are made as a specific date, references to any specific statute will be deemed to refer to such statute (and the rules, regulations, orders and published policies made thereunder) as of such date.
- (f) Other than for purposes of clause (d) of the definition of Acquisition Proposal, a Person is considered to “control” another Person if: (i) the first Person beneficially

owns or directly or indirectly exercises control or direction over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation; (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than fifty percent (50%) of the interests of the partnership; (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person; or (iv) the first Person otherwise possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the second Person, whether through ownership of voting securities of the second Person, by Contract or otherwise, and “controlling” and “controlled by” shall have correlative meanings.

- (g) References in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a “Material Adverse Effect” has occurred.
- (h) When used herein, the words “hereof,” “herein” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (i) Unless the context otherwise requires: (i) “neither,” “nor,” “any,” “either” and “or” are not exclusive; (ii) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if”; and (iii) “existing” means “existing as of the date of this Agreement” and “currently” or “current” refers to the date of this Agreement.
- (j) The meaning assigned to each capitalized term defined and used in this Agreement is equally applicable to both the singular and the plural forms of such term, and words denoting any gender include all genders. Where a word or phrase is defined in this Agreement, each of its other grammatical forms has a corresponding meaning.
- (k) Documents or other information or materials will be deemed to have been “made available,” “furnished,” “provided” or “delivered” by any Party if such documents, information or materials have been physically or electronically delivered to the other Party prior to the date of this Agreement, including by being posted to a virtual data room managed by such Party prior to 5:00 p.m. on the 2nd calendar day immediately preceding the date of this Agreement or available on EDGAR or SEDAR+ (as applicable).
- (l) References to “writing” mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether in electronic form or otherwise, and including writings delivered by electronic delivery. References to “written” will be construed in the same manner.

1.10 Schedules.

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule A	-	Form of Plan of Arrangement
Schedule B	-	Form of Arrangement Resolution
Schedule C	-	ARC Representations and Warranties
Schedule D	-	Parent Representations and Warranties
Schedule E	-	Shell Canada Representations and Warranties

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement.

ARC, Shell Canada and Parent agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

2.2 AcquisitionCo.

Shell Canada may: (a) acquire the ARC Shares through a direct wholly-owned Subsidiary organized under the laws of the Province of Alberta, Canada or any other jurisdiction in Canada; or (b) assign its right to acquire the ARC Shares to an affiliate, which may be Parent (in each case, such entity referred to herein as “**AcquisitionCo**”). Parent shall cause each of Shell Canada and AcquisitionCo to perform all of their respective obligations under this Agreement and the Plan of Arrangement.

2.3 Interim Order.

As soon as reasonably practicable following the execution of this Agreement, ARC shall, pursuant to section 193 of the ABCA, prepare, file and diligently pursue an application to the Court for the Interim Order, which shall provide, among other things:

- (a) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the ARC Meeting and for the manner in which such notice is to be provided;
- (b) that the requisite approval for the Arrangement Resolution to be placed before the ARC Shareholders at the ARC Meeting shall be:
 - (i) 66 $\frac{2}{3}$ % of the votes cast on the Arrangement Resolution by ARC Shareholders present in person (or virtually) or represented by proxy at the ARC Meeting (and that each ARC Shareholder is entitled to one vote for each ARC Share held);
 - (ii) if required under applicable Canadian Securities Laws, a simple majority of the votes cast on the Arrangement Resolution by ARC Shareholders present

in person (or virtually) or represented by proxy at the ARC 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

- (iii) such other approvals of the ARC Shareholders at the ARC Meeting as are required by the TSX under Part VI of the TSX Company Manual

(collectively, the “**ARC Shareholder Approval**”);

- (c) confirmation of the record date for the purposes of determining the ARC Shareholders entitled to receive material and vote at the ARC Meeting and that the record date will not change in respect of or as a consequence of any adjournment(s) or postponement(s) of the ARC Meeting, unless required by applicable Law;
- (d) that, in all other respects, other than as ordered by the Court, the terms, conditions and restrictions of ARC’s Constating Documents, including quorum requirements and other matters, shall apply in respect of the ARC Meeting;
- (e) for the method and manner in which amendments, revisions or supplements to the ARC Circular (and any other materials sent by ARC in connection with the ARC Meeting), including material changes, may be mailed, filed or otherwise publicly disseminated to the ARC Shareholders, and such other Persons as may be required by the Interim Order, as disclosed in writing by ARC to Parent;
- (f) that the ARC Meeting may be held as a virtual or hybrid shareholder meeting and that ARC Shareholders who participate in the ARC Meeting by virtual means will be deemed to be present at the ARC Meeting;
- (g) for the grant of Dissent Rights to those ARC Shareholders who are registered ARC Shareholders, as contemplated in the Plan of Arrangement;
- (h) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (i) that the ARC Meeting may be adjourned or postponed from time to time by the ARC Board without the need for additional approval of the Court;
- (j) that the deadline for the submission of proxies by ARC Shareholders for the ARC Meeting shall be forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the ARC Meeting, subject to waiver by ARC; and
- (k) for such other matters as Parent or ARC (in each case, with the prior consent of the other, such consent not to be unreasonably withheld, conditioned or delayed) may reasonably request.

2.4 ARC Meeting.

- (a) Subject to the terms of this Agreement, ARC shall:
 - (i) in consultation with Parent, fix and publish a record date for the purposes of determining ARC Shareholders entitled to receive notice of and vote at the ARC Meeting as promptly as practicable;
 - (ii) convene and conduct the ARC Meeting in accordance with the Interim Order, ARC's Constating Documents and applicable Law as soon as reasonably practicable, and, subject to Section 2.5(a), use reasonable best efforts to conduct the ARC Meeting on or before the Meeting Deadline;
 - (iii) not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the ARC Meeting without Parent's prior written consent, except:
 - (A) in the case of adjournment, as required for quorum purposes (in which case the ARC Meeting shall be adjourned and subsequently reconvened as soon as practicable);
 - (B) as required or permitted by Section 5.8(b) or Section 6.5(b);
 - (C) as required by applicable Law or by a Governmental Entity; or
 - (D) for the purposes of attempting to solicit proxies to obtain the requisite approval of the Arrangement Resolution,provided that ARC may not, without the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed), postpone or adjourn the ARC Meeting pursuant to the preceding clause (D) for a period of more than ten (10) Business Days on any single occasion or, on any occasion, to a date after the earlier of (A) thirty (30) Business Days after the date on which the ARC Meeting was originally scheduled and (B) ten (10) Business Days before the Outside Date;
 - (iv) solicit proxy votes in favour of the Arrangement Resolution and take all actions that are reasonably necessary or desirable to seek the approval of the Arrangement Resolution by ARC Shareholders, provided that ARC shall not be required to continue to solicit proxy votes if there has been a Change in Recommendation in compliance with this Agreement;
 - (v) advise Parent, as Parent may reasonably request, and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the ARC Meeting, as to the aggregate tally of the proxies received by ARC in respect of the Arrangement Resolution; and
 - (vi) except for non-substantive communications from any ARC Shareholder, promptly advise Parent of any written communication from any ARC

Shareholder in opposition to the Arrangement, written notice of dissent or purported exercise by any ARC Shareholder of Dissent Rights received by ARC in relation to the Arrangement Resolution and any withdrawal of Dissent Rights received by ARC, and any written communications sent by or on behalf of ARC to any ARC Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement Resolution.

- (b) Subject to the terms of this Agreement, ARC shall take all actions that are reasonably necessary or advisable to seek the ARC Shareholder Approval, provided that ARC shall not be required to take such actions if there has been a Change in Recommendation in compliance with this Agreement.

2.5 ARC Circular.

- (a) Subject to Parent providing all Parent Required Information and ARC obtaining the Order for exemptive relief described in Section 2.6 hereof, ARC will, as promptly as reasonably practicable: (i) prepare the ARC Circular together with any other documents required by applicable Laws; (ii) file the ARC Circular in all jurisdictions where the same is required to be filed; (iii) mail the ARC Circular as required under applicable Laws and by the Interim Order; and (iv) use reasonable best efforts to mail the ARC Circular prior to the close of business on the Mailing Deadline.
- (b) Subject to Parent providing all Parent Required Information, ARC shall ensure that, on the date of mailing thereof, the ARC Circular complies in all material respects with all applicable Laws and the Interim Order and shall contain sufficient detail to permit the ARC Shareholders to form a reasoned judgment concerning the matters to be placed before them at the ARC Meeting, and, without limiting the generality of the foregoing, shall take all reasonable steps to ensure that the ARC Circular will not contain any misrepresentation (except that ARC shall not be responsible to Parent for any Parent Required information and any other information relating to Parent or its affiliates, including in relation to the Parent Shares).
- (c) Subject to Article 6, the ARC Circular shall contain the ARC Board Recommendation and a statement that each ARC Supporting Shareholder has agreed to vote, and direct to be voted, all ARC Shares held by or on behalf of such individual in favour of the Arrangement Resolution pursuant to the terms of the ARC Support Agreements, as well as a copy of the ARC Financial Advisor Opinion.
- (d) Parent shall provide ARC with all information regarding Parent, its affiliates and the Parent Shares and the Parent Consideration Shares, including financial statements and, if applicable, pro forma financial statements prepared in accordance with IFRS and applicable Laws (provided that in the case of such pro forma financial statements, if any, ARC has cooperated with Parent in providing any necessary information relating to ARC required to prepare such pro forma financial statements), as required by the Interim Order or applicable Laws for inclusion in or filing with the ARC Circular or any amendments or supplements to such ARC

Circular (“**Parent Required Information**”), and will provide such information to ARC as promptly as practicable and in any event in sufficient time to allow ARC to mail the ARC Circular by the Mailing Deadline and to hold the ARC Meeting by the Meeting Deadline; provided that, notwithstanding the foregoing, with respect to any information that is not within the possession or control of Parent or cannot be disclosed to ARC or included in the ARC Circular without the consent of a third party pursuant to an existing Contract, Parent shall only be required to use commercially reasonable efforts to provide such information to ARC. Parent shall take all reasonable steps to ensure that such information does not include any misrepresentation with respect to Parent or its affiliates, including in relation to the Parent Shares.

- (e) ARC shall use its commercially reasonable efforts to obtain any necessary consents from its auditors, GLJ and any other advisors or experts and any third parties to the use of any financial, technical or other information required to be included in the ARC Circular and to the identification in the ARC Circular of each such advisor or expert.
- (f) Parent and its legal counsel shall be given a reasonable opportunity to review and comment on the ARC Circular and related documents prior to the ARC Circular being printed and/or filed with any Governmental Entity and/or mailed to any ARC Shareholders, and reasonable consideration shall be given to any comments made by Parent and its legal counsel, provided that all Parent Required Information and any other information relating solely to Parent and its affiliates included in the ARC Circular shall be in form and content approved in writing by Parent, acting reasonably. ARC shall provide Parent with final copies of the ARC Circular prior to the mailing of the ARC Circular to the ARC Shareholders.
- (g) ARC and Parent shall each promptly notify the other if at any time before the Effective Date either becomes aware that the ARC Circular contains a misrepresentation or otherwise requires an amendment or supplement and the Parties shall cooperate in the preparation of any amendment or supplement to the ARC Circular as required or appropriate (and the terms of Section 2.5(e) shall apply to such amendment or supplement as if such amendment or supplement were the ARC Circular), and ARC shall promptly mail or otherwise publicly disseminate any amendment or supplement to the ARC Circular to ARC Shareholders and, if required by the Court or applicable Laws, file the same with any Governmental Entity and as otherwise required.
- (h) Parent shall indemnify and save harmless ARC and its 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 ARC and its 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 Parent Required Information (which shall include a misrepresentation or alleged misrepresentation resulting from any omission of information in respect of Parent or Shell Canada which is required under applicable Laws) in the ARC Circular under applicable Laws or in any material filed by Parent 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 Parent in the Parent Required Information (which shall include a misrepresentation or alleged misrepresentation resulting from any omission of information in respect of Parent or Shell Canada which is required under applicable Laws) in the ARC Circular under applicable Laws,

except that Parent 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 ARC Circular that is based solely on the ARC Information or in any material filed by ARC in compliance or intended compliance with any applicable Laws.

- (i) ARC shall indemnify and save harmless Parent and Shell Canada 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 Parent and Shell Canada 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 ARC Information in the ARC Circular or in any material filed by ARC 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 ARC in the ARC Information contained in the ARC Circular,

except that ARC 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 ARC Circular that is based solely on the Parent Required Information or in any

material filed by or on behalf Parent in compliance or intended compliance with any applicable Laws.

2.6 Securities Law Compliance.

Parent, Shell Canada and ARC shall cooperate and use commercially reasonable efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of any applications for Orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals and the preparation of any required documents, in each case required under applicable Securities Laws in connection with this Agreement, the Transaction, the Plan of Arrangement and to complete any of the Transactions. Without limiting the generality of the foregoing, ARC shall use commercially reasonable efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of an application for an Order for exemption under applicable Securities Laws, such that the ARC Circular shall not be required to include disclosure in accordance with Form 51-101F1 or reports in the forms of Forms 51-101F2, 51-101F3 or 51-102F6 of the Canadian Securities Administrators in respect of Parent and Parent shall use commercially reasonable efforts to support ARC in obtaining such Order and provide necessary information in support thereof. It is acknowledged and agreed that neither Parent nor Shell Canada shall be required to file a prospectus or similar document in any jurisdiction or otherwise become subject to the securities laws of any jurisdiction (other than in a province or territory of Canada and in the United States) as a reporting issuer (or equivalent status in any such jurisdiction) in order to complete the Transaction.

2.7 Final Order.

If:

- (a) the Interim Order is obtained; and
- (b) the Arrangement Resolution is passed at the ARC Meeting by the ARC Shareholders as provided for in the Interim Order and as required by applicable Law,

then ARC shall diligently pursue and take all steps necessary or desirable to have the hearing held before the Court of the application for the Final Order pursuant to section 193 of the ABCA as soon as reasonably practicable, subject to Court availability.

2.8 Court Proceedings.

Subject to the terms of this Agreement, Parent will cooperate with and assist ARC in seeking the Interim Order and the Final Order, including by providing to ARC, on a timely basis, any information reasonably requested by ARC in connection therewith. ARC shall ensure that all materials filed with the Court in connection with the Arrangement are consistent in all material respects with this Agreement and the Plan of Arrangement. ARC will provide Parent's counsel with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement and will give reasonable consideration to all such comments, provided that all information relating solely to Parent and its affiliates included in such materials shall be in form and content approved in writing by Parent, acting reasonably. ARC shall

also provide to Parent's counsel copies of any notice of appearance or other Court documents served on ARC in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any written notice received by ARC indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. In addition, ARC will not object to legal counsel to Parent making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that ARC 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 Plan of Arrangement. ARC shall oppose any proposal from any Person that the Final Order contain any provision inconsistent with this Agreement. If ARC is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, ARC shall do so only after notice to, and in consultation and cooperation with, Parent.

2.9 Litigation.

- (a) Prior to the Effective Time, ARC shall provide to Parent prompt (and in any event within two Business Days) oral notice of, and (to the extent attorney-client or solicitor-client privilege would not be jeopardized) keep Parent reasonably informed with respect to the status of and any material developments regarding, any action, litigation, dispute or other legal proceeding brought or, to the knowledge of ARC, threatened by any securityholder of ARC or any of its Subsidiaries or any other third party (excluding, for the avoidance of doubt, Parent) against ARC, any of its Subsidiaries and/or any of their respective directors or officers relating to this Agreement or the Transaction ("**ARC Transaction Litigation**"), followed by written notice of the ARC Transaction Litigation or its material developments, together with all written documentation received by ARC in respect of ARC Transaction Litigation within forty-eight (48) hours of ARC having knowledge of such ARC Transaction Litigation or its material developments, as applicable. Unless the ARC Board has made a Change in Recommendation, ARC shall give Parent the opportunity to participate (at Parent's expense) in the defense or settlement of any ARC Transaction Litigation, and no such settlement shall be agreed to without Parent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that Parent shall not be obligated to consent to any settlement which does not include a full release of Parent and its affiliates or which imposes an injunction or other equitable relief after the Effective Time upon Parent or any of its affiliates or Representatives or which affects the completion of the Transaction. In the event of, and to the extent of, any conflict or overlap between the provisions of this Section 2.9(a) and Section 5.1(a)(ii)(Q), the provisions of this Section 2.9(a) shall control.
- (b) Prior to the Effective Time, Parent shall provide to ARC prompt (and in any event within two Business Days) oral notice of, and (to the extent attorney-client or solicitor-client privilege would not be jeopardized) keep ARC reasonably informed with respect to the status of and any material developments regarding, any litigation or other legal proceeding brought by any third party against Parent or any of its directors or officers directly relating to this Agreement and the Transaction which Parent reasonably determines could have a material effect on Parent, Shell Canada

or AcquisitionCo's ability to consummate the Transactions ("**Parent Transaction Litigation**").

- (c) The Parties shall use reasonable best efforts to defend all lawsuits or other legal, regulatory or other proceedings against ARC, Parent or any of their respective Subsidiaries or their respective directors or officers challenging or affecting this Agreement or the consummation of the Transactions and use reasonable best efforts to have lifted or rescinded any injunction or restraining Order or other Order relating to ARC, Parent or any of their respective Subsidiaries which may materially adversely affect the ability of the Parties to consummate the Arrangement, subject to reasonable consultation with the other Party.

2.10 Articles of Arrangement and Effective Date.

The Articles of Arrangement shall implement and include the Plan of Arrangement. On the Closing Date, the Articles of Arrangement shall be filed by ARC with the Registrar and the Arrangement shall be effective at the Effective Time. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the ABCA. The closing of the Arrangement will take place via electronic document exchange (by email or other electronic means) unless otherwise agreed to by the Parties. Unless another time or date is agreed to in writing by the Parties and subject to Section 2.13(d), the "**Closing Date**" shall be the fourth (4th) Business Day after the satisfaction or, where not prohibited, the waiver of the conditions set forth in Article 7 (excluding (i) the condition set forth at Section 7.1(d), but subject to the satisfaction of that condition as of the Effective Date; (ii) the condition set forth in Section 7.3(e), but subject to the satisfaction of that condition as of the Effective Date; and (iii) any other conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver of those conditions as of the Effective Date).

2.11 Payment of Consideration.

Shell Canada will, or will cause AcquisitionCo, as applicable, to, following receipt by ARC of the Final Order and in any event prior to the filing of the Articles of Arrangement with the Registrar in accordance with Section 2.10 hereof, deliver or cause to be delivered in escrow to the Depositary sufficient funds and an irrevocable direction for the issuance of, or otherwise cause to be delivered, sufficient Parent Shares to satisfy the aggregate Consideration (including, if applicable, funds necessary to satisfy any aggregate payment in lieu of fractional Parent Consideration Shares) payable to the ARC Shareholders pursuant to and in accordance with the Plan of Arrangement (other than, for greater certainty, Consideration for ARC Shareholders that have validly exercised Dissent Rights). The Parties shall cooperate and use reasonable best efforts to agree to arrangements with the Depositary before the Effective Time to facilitate the delivery of the Parent Consideration Shares and the Cash Consideration to the ARC Shareholders in accordance with the Plan of Arrangement.

2.12 Ineligible Foreign Holders.

In no event shall any ARC Shareholder that is an Ineligible Foreign Holder be entitled to delivery of any Parent Consideration Shares pursuant to or as a result of the Arrangement. The Plan of Arrangement shall provide that, where an ARC Shareholder is an Ineligible Foreign Holder, the

number of Parent Consideration Shares to which the ARC Shareholder would otherwise be entitled, will be allotted to a nominee approved by Parent (the “**Nominee**”), who will sell those Parent Consideration Shares as soon as practicable following the Effective Time (at the risk of that Ineligible Foreign Holder) and pay the net proceeds received (after deduction of all applicable brokerage, stamp duty and other Taxes and charges, and selling costs) to such Ineligible Foreign Holder in full satisfaction of such Ineligible Foreign Holder’s right to receive Share Consideration under the Arrangement and the Transaction.

2.13 Adjustment of Cash Consideration.

- (a) Notwithstanding anything in this Agreement to the contrary, if between the date of this Agreement and the Effective Time: (i) ARC declares, makes or pays a dividend, distribution or other return of capital in respect of the ARC Shares with a record date on or prior to the Effective Date other than the ARC Scheduled Dividends; (ii) Parent declares, makes or pays a dividend, distribution (excluding, for the avoidance of doubt, any share buyback) or other return of capital in respect of the Parent Shares with a record date on or prior to the Effective Date other than the Parent Scheduled Dividends; (iii) Parent changes the number of Parent Shares or Parent American Depositary Receipts issued and outstanding as a result of a reclassification, stock split (including a reverse stock split), consolidation, recapitalization (excluding, for the avoidance of doubt, any share buyback), subdivision, or other similar transaction; (iv) ARC changes the number of ARC Shares issued and outstanding as a result of a reclassification, stock split (including a reverse stock split), consolidation, recapitalization, subdivision, or other similar transaction; or (v) Parent undertakes any action contemplated in Section 5.2(a)(i)(B) in any way that adversely affects the Transaction or would adversely affect the ARC Shareholders following the Effective Time, then in each case, to provide each Party and the ARC Shareholders the same economic effect as contemplated in this Agreement and the Transaction but for such circumstances arising, and to reflect the same good faith mutual intent of the Parties as of the date of this Agreement, the Cash Consideration shall be adjusted, except as may be otherwise agreed by the Parties in writing. In the event that an adjustment is required pursuant to the terms of this Section 2.13 and the Parties cannot agree to the adjustment to the Cash Consideration within twenty (20) Business Days of such event occurring, the adjustment to the Cash Consideration will be determined by the Expert in accordance with Section 2.13(c).
- (b) For greater certainty, nothing in this Section 2.13 shall derogate from the covenants, terms and conditions in this Agreement or be construed to permit Parent, ARC or any of their respective affiliates to take any action that is otherwise prohibited by the terms of this Agreement or to cure any breach or inaccuracy of any representation, warranty or covenant given by a Party under this Agreement.
- (c) In the event that the Parties cannot agree to the adjustment required to the Cash Consideration contemplated by this Section 2.13:
 - (i) the Parties shall as promptly as practicable and in any event in sufficient time to allow the adjustment to be determined prior to the Effective Date,

jointly retain an independent and internationally recognized valuation expert with sufficient industry knowledge (the “**Expert**”) to resolve the dispute, on customary and reasonable engagement terms of such Expert and each Party shall bear 50% of the fees and expenses of the Expert in connection with the process contemplated by this Section 2.13(c);

- (ii) by the date which is ten (10) Business Days after the retention of the Expert, each of the Parties shall submit to the Expert a statement setting forth the detail of the circumstances giving rise to the adjustment contemplated by Section 2.12 and such Party’s proposed adjusted Cash Consideration, together with such reasonable supporting documentation as the Expert shall reasonably request;
 - (iii) the Expert shall be instructed to render its determination with respect to the adjusted Cash Consideration as soon as reasonably practicable (which the Parties agree should not be later than thirty (30) days following the date upon which the Expert was retained);
 - (iv) the adjustment to the Cash Consideration shall be equal to the arithmetic average of the: (A) adjustment determined by the Expert; and (B) the adjustment submitted by Parent or ARC to the Expert that is closest to the adjustment determined by the Expert. The adjustment to the Cash Consideration determined pursuant to this process shall be final, conclusive and binding on the Parties, absent fraud or manifest error;
 - (v) the Parties shall reasonably cooperate with the Expert during the term of its engagement. Neither Party nor their Representatives shall have any ex parte conversations or meetings with the Expert in connection with the resolution by the Expert of the dispute regarding the Cash Consideration; and
 - (vi) the Expert shall use customary valuation methodologies for determining any values required to determine the adjustment to the Cash Consideration.
- (d) To the extent there is any ongoing dispute between the Parties relating to the adjustment to the Cash Consideration pursuant to the last sentence of Section 2.13(a) and Section 2.13(c), the Closing Date and/or the Outside Date, as applicable, shall automatically be extended by the amount of time during which such dispute is pending plus twenty (20) Business Days.

2.14 No Fractional Shares.

In no event shall any ARC Shareholder be entitled to delivery of a fractional Parent Consideration Share pursuant to or as a result of the Arrangement. If an ARC Shareholder is entitled to receive a fractional interest in a Parent Consideration Share, such fractional interests shall be rounded down to the next whole number of Parent Consideration Shares and in lieu of any such fractional Parent Consideration Share, as determined by Parent in its sole discretion, either:

- (a) each former ARC Shareholder otherwise entitled to a fractional interest in a Parent Consideration Share shall be entitled to a cash payment equal to such fractional interest multiplied by the opening per share price of a Parent Share on the LSE on the day that is four (4) Business Days prior to the Effective Date, rounded to the nearest \$0.01 as more fully described in the Plan of Arrangement; or
- (b) any such entitlements to fractional Parent Consideration Shares will be aggregated and sold on behalf of each such ARC Shareholder otherwise entitled to a fractional interest and the net proceeds from such sale shall be proportionately remitted to each such ARC Shareholder as more fully described in the Plan of Arrangement.

In calculating fractional interests for purposes of this Section 2.14, all ARC Shares registered in the name of, or beneficially held by, such ARC Shareholder or its nominee(s), shall be aggregated.

2.15 Incentive Awards and Incentive Plans.

- (a) The particulars of the ARC Incentive Awards outstanding as at the date of this Agreement, and to be outstanding immediately prior to the Effective Time, including the Second Half 2026 Grants, have been disclosed in Schedule 2.15(a) of the ARC Disclosure Letter, including the names of holders of ARC Incentive Awards and the number and type of ARC Incentive Awards held by each such holder, and in respect of each such holder and such holder's ARC Incentive Awards: (i) the grant date(s); (ii) the vesting date(s); and (iii) for ARC Options, the exercise price(s). ARC represents and warrants that no ARC Incentive Awards will be granted after the date of this Agreement except the Second Half 2026 Grants.
- (b) The Parties acknowledge that the completion of the Arrangement will result in a "Change of Control" under the ARC PSU and RSU Plan, the ARC Option Plans and the ARC LTRSA Plan and the ARC PSUs, ARC RSUs, ARC Options and ARC LTRSAs outstanding thereunder. The Parties acknowledge and agree that: (i) the multipliers approved by the ARC Board and as disclosed in Schedule 2.15(b) of the ARC Disclosure Letter shall be applied to the ARC PSUs that are outstanding immediately prior to the Effective Time held by all ARC Employees, including for the purpose of computing the payments in Section 2.15(d)(ii), and no further performance multiplier will be applied to such awards; and (ii) each ARC RSU and ARC PSU held by a Continuing Individual at the Effective Time shall be adjusted to track Parent Shares, with the number of Parent Shares underlying each ARC RSU and ARC PSU determined at such time by applying the Conversion Factor.
- (c) ARC represents and warrants that, prior to the entering into of this Agreement, the ARC Board has duly passed resolutions in respect of the ARC Option Plans to accelerate the vesting of all ARC Options outstanding thereunder and accelerating the exercise date of all such ARC Options in accordance with the ARC Option Plans such that all ARC Options issued and outstanding under the ARC Option Plans shall terminate immediately prior to the Effective Time.
- (d) Effective and conditional upon the completion of the Arrangement:

- (i) all ARC RSUs and ARC PSUs held by the Departing Individuals shall vest for the purposes of the ARC PSU and RSU Plan and, for certainty, vesting of the ARC RSUs and ARC PSUs held by the Continuing Individuals shall not be accelerated and the vesting and payment of all ARC RSUs and ARC PSUs held by Continuing Individuals shall continue to be governed by the current terms and conditions applicable to such awards;
- (ii) ARC shall pay, or cause to be paid, to each Departing Individual holding ARC RSUs and ARC PSUs an amount in cash equal to the product of the number of ARC RSUs and ARC PSUs held by such Departing Individual multiplied by the Settlement Price, less applicable Taxes, whereafter such ARC RSUs and ARC PSUs shall be settled and terminated for the purposes of the ARC PSU and RSU Plan;
- (iii) ARC shall pay, or cause to be paid, to each ARC director holding ARC DSUs an amount in cash equal to the product of the number of ARC DSUs held by such director multiplied by the Settlement Price, less applicable Taxes, whereafter such ARC DSUs shall be settled and terminated for the purposes of the ARC DSU Plans;
- (iv) pursuant to the ARC PSU and RSU Plan and for the sole purpose of ARC PSUs and ARC RSUs held by Continuing Individuals following the Effective Time, ARC assigns and delegates to Shell Canada or Parent, as determined at the discretion of Shell Canada and Parent, and Shell Canada or Parent, as applicable accepts and assumes from ARC, all rights and obligations of ARC under the ARC PSU and RSU Plan and all ARC PSUs and ARC RSUs and related grant and award agreements outstanding thereunder to the extent held by Continuing Individuals immediately before the Effective Time and that remain outstanding after the Effective Time; for certainty, the ARC PSU and RSU Plan will not apply to any awards that may be granted by Parent or its affiliate to Continuing Individuals;
- (v) pursuant to the ARC PSU and RSU Plan, all references in the ARC Incentive Plans: (A) to the "Corporation" or "ARC" or "Seven Generations Energy" shall mean the Parent; (B) to "Shares" shall refer to ordinary shares in the capital of the Parent and such other security as may be substituted for it in accordance with the ARC 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 Parent Board or the board of Shell Canada, as applicable; and (D) to the "Committee" or the "Compensation Committee" shall mean such committee of the Parent Board or the board of Shell Canada, as applicable, mandated with responsibility for employee compensation matters at Parent or Shell Canada, as applicable; and
- (vi) except to the extent specifically adjusted or provided by this Agreement and except for adjustments that are administrative in nature to give effect to the assignment and delegation of the ARC PSU and RSU Plan and outstanding ARC RSUs and ARC PSUs contemplated in Section 2.15(d)(iv), all of the

terms and conditions of the ARC PSU and RSU Plan and each ARC RSU and ARC PSU as in effect immediately prior to the Effective Time and held by Continuing Individuals 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.

- (e) Effective immediately prior to the completion of the Arrangement, all ARC Shares held in trust pursuant to the ARC LTRSA Plan shall be released to the holders of such ARC LTRSAs.
- (f) Subject to completion of the Arrangement, ARC will pay, or cause to be paid, to each ARC Employee as at the Effective Time, an amount in cash equal to such employee's share, as determined by ARC, of the annual bonus pool established by the ARC Board for the period ended on the Effective Date. The aggregate amount paid by ARC pursuant to this Section 2.15 shall not exceed the amount disclosed in Schedule 2.15(f) of the ARC Disclosure Letter.
- (g) ARC will ensure that it has available funds, at the Effective Time, sufficient to make the payments described in this Section 2.15. Prior to the Effective Date and notwithstanding the terms of the ARC Incentive Plans, the ARC 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 ARC Board, in order to give effect to the transactions set out in this Section 2.15, including any amendment to any of the ARC Incentive Plans. ARC shall provide drafts of communication and documentation to give effect to the transactions set out in this Section 2.15 to Parent and Shell Canada for review and comment, reasonable consideration shall be given to any comments made by Parent, Shell Canada and their legal counsel, and the content and form of such communication and documentation shall be satisfactory to Parent and Shell Canada, acting reasonably.
- (h) All payments under this Section 2.15 to Departing Individuals who are ARC directors or officers shall be made at the Effective Time to such Departing Individuals. All payments under this Section 2.15 to Continuing Individuals shall be made as soon as practicable after the Effective Date in accordance with the ARC PSU and RSU Plan, except for the payments to be made pursuant to Section 2.15(f) which will be made at the Effective Time.
- (i) If and to the extent that a holder of ARC Options would be entitled to a deduction under paragraph 110(1)(d) of the Tax Act (including satisfying the requirement that the ARC Options held by such holder are not "non-qualified securities" for purposes of paragraph 110(1)(e) of the Tax Act) in respect of the surrender of such ARC Options by the holder for a cash payment, Parent and Shell Canada shall cause ARC to elect under subsection 110(1.1) of the Tax Act, in prescribed form, that neither ARC, nor any person who does not deal at arm's length with ARC (including, for greater certainty, Parent and Shell Canada after the Effective Time), will deduct, in computing income for the purposes of the Tax Act, any amount in respect of the payment made to the holder in respect of the surrender of such ARC Options and ARC will provide the holder with evidence in writing of the election

under subsection 110(1.1) of the Tax Act; provided, for greater certainty, the election under subsection 110(1.1) will not be made in respect of a holder of ARC Options unless Parent and Shell Canada are satisfied that there is a reasonable position that such holder would be entitled to a deduction under subsection 110(1)(d) of the Tax Act if such election was made.

- (j) ARC shall, and shall cause its Representatives to, promptly furnish Parent and its Representatives with all information and documents relating to ARC Incentive Plans and ARC Incentive Awards as Parent and its Representatives may reasonably require for the purposes of facilitating the settlement of ARC Incentive Awards, or otherwise giving effect to the transactions contemplated in this Section 2.15, including, without limiting the generality of the foregoing, with respect to the preparation of settlement agreements and Tax reporting and withholding in respect of the settlement of ARC Incentive Awards.

2.16 Announcement and Shareholder Communications.

Parent and ARC shall each publicly announce the Transactions promptly following the execution of this Agreement, the text and timing of such announcement to be approved in writing by the Parties in advance. Parent and ARC agree to cooperate in the preparation of presentations, if any, to ARC Shareholders regarding the Transactions, and no Party shall issue any press release or otherwise make public announcements with respect to this Agreement or the Plan of Arrangement without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed), except as permitted by Article 6; provided, however, that, subject to Article 6, the foregoing shall be subject to each Party's overriding obligation to make any disclosure required under applicable Laws or stock exchange rules, and the Party making such disclosure shall use commercially reasonable efforts to give prior written notice to the other Party and reasonable opportunity to review or comment on the disclosure, and if such prior notice is not possible, to give notice immediately following the making of such disclosure. To the extent permitted by applicable Law, ARC shall provide prior notice to Parent of any material public disclosure that it proposes to make regarding its business or operations, together with a draft copy of such disclosure. Parent and its legal counsel shall be given a reasonable opportunity to review and comment on such information prior to such information being disseminated publicly, and reasonable consideration shall be given to any such comments made by Parent and its counsel. For the avoidance of doubt, none of the foregoing shall prevent any Party from making internal announcements to employees, or having discussions with securityholders, financial analysts or other stakeholders, in each case concerning the Transaction, so long as such announcements and discussions are consistent in all material respects with the most recent press releases, presentations, public disclosures or public statements made by such Party regarding the Transactions in accordance with this Section 2.16 and any such disclosures must be in compliance with Article 6. The Parties consent to this Agreement being filed on SEDAR+ substantially concurrently with the public announcement of the Transactions in accordance with this Section 2.16 with the Parties to agree on the appropriate redactions to the Agreement in good faith, and acknowledge that ARC will file a material change report relating to this Agreement.

2.17 Withholding Taxes.

Parent, Shell Canada, AcquisitionCo, ARC, the Depositary and the Nominee shall be entitled to deduct and withhold from any amounts otherwise payable or deliverable to any Person under this Agreement, the Plan of Arrangement or in connection with the Arrangement and from all consideration, dividends, interest or other amounts payable or distributed to any former ARC Shareholder or former holder of ARC Incentive Awards such amounts as Parent, Shell Canada, AcquisitionCo, ARC, the Depositary or the Nominee is required to deduct and withhold therefrom under any provision of any applicable Laws in respect of Taxes. To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the cash portion of the consideration otherwise payable (where applicable) to a former ARC Shareholder or former holder of ARC Incentive Awards, Parent, Shell Canada, AcquisitionCo, ARC, the Depositary and the Nominee are hereby authorized to sell or otherwise dispose of such portion of any non-cash consideration (for the avoidance of doubt, including any Parent Shares comprised within the Consideration), on behalf of such holder, as is necessary to provide sufficient funds to Parent, Shell Canada, AcquisitionCo, ARC, the Depositary or the Nominee, as the case may be, to enable it to comply with such deduction or withholding requirement and Parent, Shell Canada, AcquisitionCo, ARC, the Depositary or the Nominee shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale or disposition (after deduction of all reasonable out-of-pocket expenses and commissions incurred in connection with such sales) to such holder. To the extent that such amounts are so deducted, withheld and remitted to the relevant Tax Authority, such amounts shall be treated for all purposes under this Agreement and the Arrangement as having been paid to the Person to whom the relevant portion of the consideration would otherwise have been provided and the obligation to provide the consideration shall be treated as discharged to the same extent.

2.18 List of Shareholders.

At the reasonable request of Parent from time to time, ARC shall provide Parent: (a) with a list (in electronic form) of its registered shareholders, together with their addresses and respective holdings of ARC Shares; (b) with a list of the names and addresses and holdings of all Persons having rights issued by ARC to acquire ARC Shares (including holders of applicable ARC Incentive Awards); and (c) with a list of the participants and book-based nominee registrants such as CDS & Co., CEDE & Co., DTC and non-objecting beneficial owners (to the extent available) of ARC Shares, as the case may be, together with their addresses and respective holdings of Parent Shares or ARC Shares. ARC shall from time to time require that its registrar and transfer agent furnish Parent with such additional information, including updated or additional lists of shareholders and lists of holdings and other assistance as Parent may reasonably request. Nothing in this Section 2.18 shall require a Party to breach applicable Privacy Laws.

2.19 U.K. Securities Law.

- (a) The Parties intend that the issuance of the securities under the Arrangement, including the Parent Shares representing the Parent Consideration Shares under the Arrangement, shall be exempt from the restriction on offers to the public due to para 6 of Part 1 of Schedule 1 to the POATRs and each Party shall take such reasonable actions as shall be required to facilitate reliance on such exemptions in connection with the Arrangement.

- (b) The Parties intend that the admission to trading of the Parent Shares representing the Parent Consideration Shares under the Arrangement shall be exempt from the requirement to post a prospectus due to para 1.4.3(3) of the PRMs, and each Party shall take such reasonable actions as shall be required to facilitate reliance on such exemption in connection with the Arrangement.
- (c) The Parties acknowledge and agree that, in connection with the issuance of the securities under the Arrangement, including the Parent Shares representing the Parent Consideration Shares under the Arrangement, there will either be no requirement for an independent valuation under section 593 of the Companies Act or Parent, Shell Canada and/or AcquisitionCo shall take such actions as shall be required to procure that such any such report(s) is/are produced and such Companies Act requirements shall have been satisfied to permit such issuance, in each case in accordance with the terms and conditions of this Agreement and the Arrangement.

2.20 U.S. Securities Law.

The Parties agree that the Arrangement shall be carried out with the intention that, and shall use their respective reasonable best efforts to ensure that, all Parent Consideration Shares issued under the Arrangement shall be issued by Parent in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act and to facilitate Parent's compliance with other Securities Laws in the United States, the Parties agree that the Arrangement shall be carried out on the following basis:

- (a) the Court shall be asked to approve the procedural and substantive fairness of the terms and conditions of the Arrangement;
- (b) prior to the issuance of the Interim Order, the Court shall be advised of the intention of the Parties to rely on the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of Parent Consideration Shares to ARC Shareholders pursuant to the Arrangement, based on the Court's approval of the Arrangement;
- (c) prior to the issuance of the Interim Order, ARC shall file with the Court a draft copy of the proposed text of the ARC Circular together with any other documents required by applicable Laws in connection with the ARC Meeting;
- (d) the Court shall be advised prior to the hearing in respect of the Final Order that its approval of the Arrangement shall be relied upon as a determination that the Court has satisfied itself as to the procedural and substantive fairness of the terms and conditions of the Arrangement to all Persons who are entitled to receive Parent Consideration Shares pursuant to the Arrangement;
- (e) ARC shall ensure that each ARC Shareholder and any other Person entitled to receive Parent Consideration Shares pursuant to the Arrangement shall be given adequate and appropriate notice advising them of their right to attend the hearing

of the Court to approve the procedural and substantive fairness of the terms and conditions of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

- (f) the Final Order shall expressly state that the Arrangement is approved by the Court as being procedurally and substantively fair to all Persons entitled to receive Parent Consideration Shares pursuant to the Arrangement;
- (g) ARC shall request that the Final Order shall include a statement to substantially the following effect: “This Order shall serve as a basis for reliance on the exemption provided by Section 3(a)(10) of the U.S. Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the distribution of securities of Parent, pursuant to the Plan of Arrangement”;
- (h) the Interim Order shall specify that each Person entitled to receive the Parent Consideration Shares pursuant to the Arrangement shall 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 a reasonable time;
- (i) the Court shall hold a hearing before approving the procedural and substantive fairness of the terms and conditions of the Arrangement and issuing the Final Order; and
- (j) each Person entitled to receive Parent Consideration Shares shall be advised that the Parent Consideration Shares issued pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act and shall be issued by Parent in reliance on the exemption from registration under Section 3(a)(10) of the U.S. Securities Act and that certain restrictions on resale under Securities Laws in the United States, including, as applicable, Rule 144 under the U.S. Securities Act, may be applicable with respect to securities issued to Persons that are (or have been in the 90 days immediately prior to the issuance of Parent Consideration Shares) affiliates (as defined in Rule 405 of the U.S. Securities Act) of Parent.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF ARC

3.1 Representations and Warranties.

- (a) Except as expressly disclosed in: (i) the ARC Public Documents (excluding any disclosures set forth in any section of a document in the ARC Public Documents entitled “Risk Factors,” “Cautionary Statement on Forward-Looking Information” or similarly titled section or any other disclosures included in such documents to the extent that they are cautionary, predictive or forward-looking rather than historical facts) prior to the date hereof; or (ii) in the ARC Disclosure Letter, but, in the case of each of (i) and (ii), only to the extent of such express disclosure (and not, for the avoidance of doubt, any other consequences of the matter so disclosed), ARC hereby represents and warrants to Parent as set forth in Schedule C and acknowledges and agrees that Parent is relying upon such representations and

warranties, as set forth in Schedule C, in connection with the entering into of this Agreement and the consummation of the Arrangement.

- (b) Except for the representations and warranties set forth in this Agreement, neither ARC nor any other Person has made, or makes, and Parent has not relied upon, any other, express or implied (at law or in equity) representation and warranty, either written or oral, on behalf of ARC. In particular, without limiting the foregoing disclaimer, except for the representations and warranties made by ARC in this Agreement, as set forth in Schedule C (as may be qualified by the ARC Disclosure Letter), neither ARC nor any other Person makes or has made, or has relied upon, any representation or warranty to Parent, its affiliates or any of its Representatives, with respect to (i) any financial projection, forecast, estimate, budget, or prospective information relating to ARC or any of its Subsidiaries or their respective businesses or operations or (ii) any oral or written information furnished or made available to Parent, its affiliates or any of its Representatives in the course of their due diligence investigation of ARC or any of its Subsidiaries, the negotiation of this Agreement or the consummation of the Arrangement and the other Transactions, including the accuracy, completeness or correctness thereof, and neither ARC nor any other Person will have liability to Parent, its affiliates or any of its Representatives or any other Person in respect of such information, including any subsequent use of such information.
- (c) The representations and warranties of ARC contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF PARENT AND SHELL CANADA

4.1 Representations and Warranties.

- (a) Except as expressly disclosed in the Parent Public Documents (excluding any disclosures set forth in any section of a document in the Parent Public Documents entitled “Risk Factors,” “Cautionary Statement on Forward-Looking Information” or similarly titled section or any other disclosures included in such documents to the extent that they are cautionary, predictive or forward-looking rather than historical facts) prior to the date hereof, only to the extent of such express disclosure (and not, for the avoidance of doubt, any other consequences of the matter so disclosed), Parent hereby represents and warrants to ARC, as set forth in Schedule D, and Shell Canada hereby represents and warrants to ARC, as set forth in Schedule E, and each of Parent and Shell Canada acknowledges and agrees that ARC is relying upon such representations and warranties, as set forth in Schedule D and Schedule E, as applicable, in connection with the entering into of this Agreement and the consummation of the Arrangement.
- (b) Except for the representations and warranties set forth in this Agreement, neither Parent, Shell Canada nor any other Person has made, or makes, and ARC has not

relied upon, any other, express or implied (at law or in equity) representation and warranty, either written or oral, on behalf of Parent or Shell Canada, as applicable. In particular, without limiting the foregoing disclaimer, except for the representations and warranties made by Parent and Shell Canada in this Agreement, as set forth in Schedule D and Schedule E, respectively, neither Parent, Shell Canada nor any other Person makes or has made, or has relied upon, any representation or warranty to ARC, its affiliates or any of its Representatives, with respect to (i) any financial projection, forecast, estimate, budget, or prospective information relating to Parent, Shell Canada or any other Subsidiaries of Parent or their respective businesses or operations, or (ii) any oral or written information furnished or made available to ARC, its affiliates or any of its Representatives in the course of their due diligence investigation of Parent, Shell Canada or any other Subsidiaries of Parent, the negotiation of this Agreement or the consummation of the Arrangement and the other Transactions, including the accuracy, completeness or correctness thereof, and neither Parent, Shell Canada nor any other Person will have liability to ARC, its affiliates or any of its Representatives or any other Person in respect of such information, including any subsequent use of such information.

- (c) The representations and warranties of Parent and Shell Canada contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5 COVENANTS

5.1 Covenants of ARC Regarding the Conduct of Business.

- (a) ARC covenants and agrees that, during the period from the date of this Agreement and prior to the earlier of the Effective Time or the valid termination of this Agreement in accordance with its terms (the “**Interim Period**”), except: (i) as otherwise required, permitted or contemplated by this Agreement; (ii) as required by Law or any Order or directive of a Governmental Entity; (iii) with the prior written consent of Parent, such consent not to be unreasonably withheld, delayed or conditioned; or (iv) as set out in the ARC Disclosure Letter:
 - (i) except as reasonably required to address and adapt to, appropriately and prudently, any natural or man-made emergencies, disasters, calamities, pandemics, epidemics, outbreaks of illness or domestic or international economic or political disputes (such as the impositions or escalation of tariffs, duties or other similar measures) that threaten the business, operation, results of operation, material assets, properties or liabilities (contingent or otherwise) of ARC or its Subsidiaries (provided that, to the extent reasonably practicable, Parent is consulted in good faith reasonably in advance of ARC taking or not taking the applicable action, and in any event is given written notice thereof as promptly as practicable thereafter), ARC shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to conduct its and their respective businesses in the

ordinary course in accordance with applicable Law and good industry practice;

- (ii) without limiting the generality of Section 5.1(a)(i), ARC shall not, and shall cause each of its Subsidiaries not to, directly or indirectly:
 - (A) amend or modify the Constatng Documents of ARC or, in any material respect, the Constatng Documents of any of ARC's Subsidiaries;
 - (B) split, combine, sub-divide, consolidate or reclassify, or amend or modify any term of, any outstanding security of ARC or any of its non-wholly-owned Subsidiaries;
 - (C) reorganize, arrange, restructure, amalgamate, merge or enter into, promote or undertake a plan of arrangement with or involving any other Person, other than any such reorganization, arrangement, restructuring, amalgamation, merger or plan involving only wholly-owned Subsidiaries of ARC;
 - (D) other than as set out in Schedule 1.1 of the ARC Disclosure Letter, issue, grant, deliver, sell, pledge or otherwise subject to a Lien (other than a Permitted Lien), or authorize the issuance, grant, delivery, sale or pledge of, or a Lien (other than a Permitted Lien) on, any of its securities, or any options, warrants or similar rights exercisable or exchangeable for or convertible into securities, or any stock appreciation rights, phantom stock awards or other rights that are linked to the price or value of the ARC Shares, other than: (1) the issuance of ARC Shares issuable upon the exercise, vesting, settlement or termination of ARC Incentive Awards in accordance with the terms of the ARC Incentive Plans or any grant agreement; (2) the issuance of ARC Incentive Awards in the ordinary course in accordance with the terms of the ARC Incentive Plans; (3) as permitted or required under this Agreement after receiving any necessary consent; or (4) transactions between two or more wholly-owned Subsidiaries of ARC or between ARC and one or more of its wholly-owned Subsidiaries;
 - (E) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock or any of its outstanding securities (including pursuant to any current or future ARC security repurchase program), other than: (1) in connection with the vesting, exercise or settlement of outstanding ARC Incentive Awards in accordance with the terms of the ARC Incentive Plans or any grant agreement; or (2) by or among ARC's wholly-owned Subsidiaries;

- (F) make any material amendments to any ARC Incentive Plan, provided that renewing any ARC Incentive Plan or making administrative changes or updates to comply with applicable Law or facilitate the operation of the relevant ARC Incentive Plan shall not be prohibited;
- (G) declare, set aside or pay, or set a record date or payment date for: (1) any non-cash dividend or non-cash other distribution on any of its outstanding shares; or (2) any cash dividend, return of capital, cash distribution or other payment of cash on any of its outstanding shares, other than: (I) ARC Scheduled Dividends; or (II) dividends or distributions by wholly-owned Subsidiaries of ARC to ARC or its wholly-owned Subsidiaries in the ordinary course in accordance with good industry practice;
- (H) (1) adopt a plan of complete or partial liquidation, consolidation, winding-up or resolutions providing for the liquidation, consolidation or dissolution of ARC, any of its non-dormant Subsidiaries or any of their respective assets, other than in relation to an internal reorganisation or rationalisation of non-dormant Subsidiaries of ARC in the ordinary course in accordance with good industry practice, provided that ARC has given at least thirty (30) days prior written notice of the proposed internal reorganisation or rationalisation to Parent and such proposed internal reorganisation or rationalisation shall not: (I) require ARC to obtain the approval of its shareholders; (II) impair, prevent or materially delay the consummation of the Arrangement; (III) result in any breach by ARC or any of its Subsidiaries of any ARC Material Contract; or (IV) reasonably be expected to have a material and adverse effect on ARC following the consummation of the Arrangement; or (2) file a petition in bankruptcy under any Law on behalf of ARC or any of its non-dormant Subsidiaries or consent to the filing of any bankruptcy petition against ARC or any of its Subsidiaries;
- (I) acquire or commit to acquire any material interest, or make or commit to make any material investment or contributions of capital, directly or indirectly, in any Person or its businesses in one transaction or in a series of related transactions (in each case, by merger, consolidation, exchange, acquisition of securities or other equity interests, purchase, lease or licence of any significant portion of property or consolidated assets, joint venture formation or otherwise), other than:
 - (1) for consideration with a value of less than *[limit redacted]* per any such individual transaction or series of related transactions or in the aggregate in any twelve (12) month period is less than *[limit redacted]*;

- (2) acquisitions (however structured) of goods, petroleum products or other tangible property, in each case, in the ordinary course in accordance with good industry practice;
 - (3) pursuant to transactions between two (2) or more wholly-owned Subsidiaries of ARC or between ARC and one (1) or more of such wholly-owned Subsidiaries;
 - (4) pursuant to ordinary course transactions between ARC or any of its wholly-owned Subsidiaries, on the one hand, and any of its non-wholly-owned Subsidiaries or joint ventures, on the other hand, on arm's-length terms; or
 - (5) to the extent required pursuant to any ARC JV Document;
- (J) sell, lease, license, dispose of, abandon, pledge or otherwise subject to a Lien (other than a Permitted Lien) or otherwise transfer any material assets or any interest in any material assets (in each case including material Intellectual Property) of ARC or its Subsidiaries, other than assets or interests in assets:
 - (1) with a value less than *[limit redacted]*, individually or in the aggregate in any twelve (12) month period;
 - (2) sales (however structured) of goods, petroleum products or other tangible property, in each case, in the ordinary course in accordance with good industry practice;
 - (3) that are associated with discontinued operations of ARC or its Subsidiaries or that are superfluous, obsolete, not necessary for the operations of ARC's or its Subsidiaries' respective businesses, fully depreciated or at the end of their useful life;
 - (4) pursuant to transactions between two (2) or more wholly-owned Subsidiaries of ARC or between ARC and one (1) or more such wholly-owned Subsidiaries; or
 - (5) pursuant to ordinary course transactions between ARC or any of its wholly-owned Subsidiaries, on the one hand, and any of its non-wholly-owned Subsidiaries or joint ventures, on the other hand, on arm's-length terms;
- (K) incur, create, assume or otherwise become liable for any ARC Indebtedness or provide any guarantees thereof except 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 ARC and its Subsidiaries;

- (L) make any capital expenditure or commit to make any capital expenditure (any such capital expenditure or commitment, “CapEx”), other than in 2026, the aggregate dollar amount of CapEx contemplated by the ARC CapEx Plan for such fiscal year plus additional CapEx not in excess of *[limit redacted]*; provided that, notwithstanding the foregoing, ARC may make sustaining CapEx as is reasonably required to preserve the value of any material asset in response to, appropriately and prudently, addressing or responding to any natural or man-made emergencies, disasters, calamities or similar events; provided that, to the extent reasonably practicable, Parent is consulted in good faith reasonably in advance of ARC taking or not taking the applicable action, and in any event is given written notice thereof as promptly as practicable thereafter;
- (M) (1) amend or modify in any material respect, terminate or waive any material right under any ARC Material Contract; or (2) enter into any other Contract (including by amendment, modification, replacement or extension) that would be an ARC Material Contract if in effect on the date of this Agreement, other than, solely in the case of clause (1), in the ordinary course in accordance with good industry practice (including the renewal or replacement of a Contract in existence on the date of this Agreement on terms materially consistent with terms in existence on the date of this Agreement);
- (N) make any material change to ARC’s accounting policies or methods of accounting (including adopting new accounting policies or methods), other than required by concurrent changes in IFRS;
- (O) grant to any executive officer holding the title of “vice president” or above 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 such executive officer or director of ARC or any of its Subsidiaries, or with respect to any increase of benefits payable under its current change of control, severance or termination pay policies;
- (P) 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 ARC Incentive Plan (including making matching contributions under any existing employee savings plan);

- (Q) commence, waive, release, assign, settle, compromise or settle any litigation, proceeding, regulatory process, claim or investigation affecting ARC or any of its Subsidiaries reasonably expected to (1) involve an amount in excess of the greater of: (I) *[limit redacted]* in each case or *[limit redacted]* in the aggregate; or (II) the amount reflected or reserved against in the balance sheet (or notes thereto) included in the ARC Public Documents relating to such litigation, proceedings or investigations, as applicable, in the case of each of clauses (I) and (II), and any series of the aforementioned which arise from the same or substantially the same facts, matters, circumstances or events shall be aggregated together for the purpose of such threshold, (2) impede, prevent or delay the consummation of the Transactions or (3) impose material injunctive or equitable relief, or impose material restrictions, on the business activities of ARC and its Subsidiaries, taken as a whole;
- (R) (1) make, change or rescind any material Tax election or Tax designation; (2) settle or compromise any material Tax claim, assessment, reassessment, liability, action, suit, proceeding, hearing or controversy; (3) file any materially amended Tax Return; (4) enter into any material agreement with a Governmental Entity with respect to Taxes, including, without limiting the generality of the foregoing, an agreement to an extension of time for the filing of any material Tax Returns or with respect to the assessment or reassessment of a material amount of Tax; (5) enter into or change any material Tax sharing, Tax advance pricing agreement, Tax allocation or Tax indemnification agreement that is binding on ARC or its Subsidiaries (other than any commercial agreement entered into in the ordinary course in accordance with good industry practice the primary purpose of which is not related to Taxes); (6) surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund; (7) make a request for a material Tax ruling to any Governmental Entity; (8) other than as required by Law, materially amend or change any of its methods of reporting income, deductions or accounting for Tax purposes; or (9) change the residence of ARC or any of its Subsidiaries for Tax purposes (including for the purposes of a double taxation arrangement) or create any permanent establishment or other place of business of ARC or any of its Subsidiaries in a jurisdiction in which it is not so resident;

- (S) enter into, maintain or amend any derivative except where there is an underlying exposure reasonably requiring hedging or in the ordinary course in accordance with good industry practice, and shall adjust or terminate any such derivative as necessary to reflect changes to that exposure, in each case until the Effective Date; or
 - (T) authorize, propose, commit or enter into any agreement to do any of the foregoing;
- (iii) ARC 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 ARC, 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;
 - (iv) ARC shall maintain a system of internal control over financial reporting (as such term is defined in NI 52-109) 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 NI 52-109, 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;
 - (v) ARC 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 ARC shall remit such withheld amounts to the proper Governmental Entity within the times prescribed by such applicable Laws; and
 - (vi) ARC shall: (A) duly and on a timely basis file all material Tax Returns required to be filed by it before the Effective Date and all such Tax Returns will be true, complete and correct in all material respects; (B) timely pay all material amounts of Tax 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; and (C) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with past practice, for all material Tax liabilities accruing in respect of ARC which are not due or payable prior to the Effective Date.

- (b) Nothing in this Agreement: (i) is intended to or shall result in Parent exercising material influence over the operations of ARC or any of its Subsidiaries, particularly in relation to operations in which the Parties compete or would compete, but for this Agreement, with each other, during the Interim Period; or (ii) shall be interpreted in such a way as to place either of Parent or ARC in violation of any applicable Law. Each of Parent on the one hand and ARC on the other hand shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations and the operations of its respective Subsidiaries during the Interim Period. In furtherance and not in limitation of the foregoing, nothing in this Agreement will limit or otherwise affect ARC in making its own decisions with respect to production levels and other matters pertaining to the operation of its facilities and businesses and the marketing and sales of its products during the Interim Period.
- (c) For any Subsidiary of ARC that is not a wholly-owned Subsidiary, the obligations and covenants of ARC in this Agreement (including Section 5.1) in respect of such non-wholly-owned Subsidiary during the Interim Period shall, notwithstanding anything else herein to the contrary, be limited to requiring ARC to exercise such rights available to it, attaching to its equity interest in such Person or under the applicable Constatng Documents, shareholders agreement, partnership agreement, joint venture agreement or similar arrangement in respect of such non-wholly-owned Subsidiary to satisfy the specified obligation or covenant or otherwise use its commercially reasonable efforts to satisfy the specified obligation or covenant.

5.2 Covenants of Parent Regarding the Conduct of Business.

- (a) Parent covenants and agrees that, during the Interim Period, except (i) as otherwise required, permitted or contemplated by this Agreement, (ii) as required by Law or any Order or directive of a Governmental Entity, or (iii) with the prior written consent of ARC, such consent not to be unreasonably withheld, delayed or conditioned:
 - (i) Parent shall not directly or indirectly:
 - (A) amend or modify the Constatng Documents of Parent in a way that adversely affects the Transaction or would adversely affect the ARC Shareholders following the Effective Time;
 - (B) reorganize, arrange, restructure, amalgamate, merge or enter into, promote or undertake a plan or scheme of arrangement with or involving any other Person, other than: (1) any such reorganization, arrangement, restructuring, amalgamation, merger, plan or scheme involving only wholly-owned Subsidiaries of Parent; or (2) to the extent that such former ARC Shareholders can receive equivalent treatment as holders of Parent Shares or are otherwise compensated through an adjustment set forth in clause (v) of Section 2.13(a);

- (C) make any material change to Parent's accounting policies or methods of accounting (including adopting new accounting policies or methods), other than required by concurrent changes in IFRS; or
- (D) authorize, commit or enter into any agreement to do any of the foregoing.

5.3 Covenants of ARC Relating to the Arrangement.

- (a) During the Interim Period, subject to Section 2.9 which shall govern in relation to ARC Transaction Litigation and Section 5.5 of this Agreement which shall govern in relation to Regulatory Approvals, ARC shall and shall cause the Subsidiaries of ARC to perform all obligations required to be performed by ARC or any of its Subsidiaries under this Agreement, and use reasonable best efforts to cooperate with Parent 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 and, without limiting the generality of the foregoing, ARC shall and, where appropriate, shall cause each of its Subsidiaries to:
 - (i) use reasonable best efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and Final Order applicable to it and comply promptly with all requirements which applicable Laws may impose on ARC or its Subsidiaries with respect to the Transactions; and
 - (ii) other than in respect of Regulatory Approvals which are governed by Section 5.5, use commercially reasonable efforts to seek all material third-party notices, consents, waivers, approvals, permits, exemptions, Orders, agreements, amendments or confirmations required to be obtained by ARC or any of its Subsidiaries in connection with the Transactions in each case without paying, and without committing itself, Parent or any of their respective Subsidiaries to pay, any consideration or incurring any liability or obligation without the prior written consent of Parent (it being expressly agreed by Parent that no such notice, consent, waiver, approval, permit, exemption, Order, agreement, amendment or confirmation in and of itself shall be a condition to the closing of the Arrangement other than the Key Regulatory Approvals).
- (b) During the Interim Period, ARC shall promptly (but in no event later than two (2) Business Days following any of the events described below) notify Parent in writing upon becoming aware of:
 - (i) any notice or other communication from any Person alleging that the consent (or waiver, approval, permit, exemption, Order, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or any of the Transactions,

other than in respect of Regulatory Approvals which are governed by Section 5.5; or

- (ii) unless prohibited by applicable Law or Contract existing as of the date of this Agreement, any notice or other communication from: (A) any proxy advisory service in connection with; or (B) any Person objecting to, indicating an intention to oppose or pursuing or threatening to pursue a position adverse to the completion of, the Transactions (and ARC shall contemporaneously provide a copy of any such written notice or communication to Parent), other than in respect of Regulatory Approvals which are governed by Section 5.5.
- (c) The receipt of notice or information by Parent pursuant to Section 5.3(b) or otherwise shall not operate as a waiver by Parent or otherwise diminish the scope of or otherwise affect any representation, warranty, covenant, agreement or obligation of ARC under this Agreement or any condition set forth in Section 7.1 or Section 7.2. Additionally, the failure of ARC to comply with Section 5.3(b) shall not give rise to the failure of a condition precedent set forth in Section 7.2(a) or a right to terminate this Agreement pursuant to Section 8.2(a)(iii)(B) other than in the event of Willful Breach by ARC or any of its Representatives.

5.4 Covenants of Parent Relating to the Arrangement.

- (a) During the Interim Period, subject to Section 2.9 of this Agreement which shall govern in relation to Parent Transaction Litigation and subject to Section 5.5 which shall govern in relation to Regulatory Approvals, Parent shall and shall cause the Subsidiaries of Parent, including for certainty, Shell Canada and AcquisitionCo, to perform all obligations required to be performed by Parent or any of its Subsidiaries under this Agreement and use reasonable best efforts to cooperate with ARC 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 and, without limiting the generality of the foregoing, Parent shall and, where appropriate, shall cause each of its Subsidiaries to:
 - (i) use reasonable best efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and Final Order applicable to it and comply promptly with all requirements which applicable Laws may impose on Parent or its Subsidiaries with respect to the Transactions;
 - (ii) apply for and use reasonable best efforts to seek to obtain the LSE Admission, subject only to customary conditions;
 - (iii) take and cause to be taken all necessary corporate actions to create, allot and reserve for issuance the Parent Shares forming a portion of the Consideration to be issued pursuant to the Plan of Arrangement;

- (iv) use its reasonable best efforts to maintain the listing of the Parent Shares on the LSE; and
 - (v) other than in respect of Regulatory Approvals which are governed by Section 5.5, and other than in respect of any independent valuation under section 593 of the Companies Act which is governed by Section 2.19(c), use commercially reasonable efforts to seek all material third-party notices, consents, waivers, approvals, permits, exemptions, Orders, agreements, amendments or confirmations required to be obtained by Parent or any of its Subsidiaries in connection with the Transactions in each case without paying, and without committing itself, or ARC or any of their respective Subsidiaries to pay, any consideration or incurring any liability or obligation without the prior written consent of ARC (it being expressly agreed by ARC that no such notice, consent, waiver, approval, permit, exemption, Order, agreement, amendment or confirmation in and of itself shall be a condition to the closing of the Arrangement other than Key Regulatory Approvals).
- (b) During the Interim Period, Parent shall promptly (but in no event later than two (2) Business Days following any of the events described below) notify ARC in writing upon becoming aware of any notice or other communication from any Person alleging that the consent (or waiver, approval, permit, exemption, Order, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or any of the Transactions, other than in respect of Regulatory Approvals which are governed by Section 5.5.
 - (c) The receipt of notice or information by ARC pursuant to Section 5.4(b) or otherwise shall not operate as a waiver by ARC or otherwise diminish the scope of or otherwise affect any representation, warranty, covenant, agreement or obligation of Parent under this Agreement or any condition set forth in Section 7.1 or Section 7.3. Additionally, the failure of Parent to comply with Section 5.4(b) shall not give rise to the failure of a condition precedent set forth in Section 7.3(a) or a right to terminate this Agreement pursuant to Section 8.2(a)(iv)(A) other than in the event of Willful Breach by a Party or any of its Representatives.

5.5 Regulatory Approvals.

- (a) Subject to the remaining provisions of this Section 5.5, Parent and ARC shall, and shall cause their respective affiliates to, use their commercially reasonable efforts to obtain all Regulatory Approvals, including the Key Regulatory Approvals and effect all registrations, filings and submissions of information required by Governmental Entities relating to the Transactions as soon as reasonably practicable and in any event sufficiently in advance of the Outside Date so as to allow the Effective Time to occur before the Outside Date.
- (b) For greater certainty and without limiting the generality of Section 5.5(a), the Parties agree that:

- (i) Shell Canada shall, as soon as reasonably practicable and in any event within twenty-one (21) Business Days after the date hereof, or such other period of time as may be agreed in writing by the Parties, file an application for review pursuant to Part IV of the ICA; further, following such filing and if requested by the Director of Investments of the Investment Review Division of Innovation, Science and Economic Development Canada, Shell Canada shall submit proposed written undertakings which shall be of a nature such as are customarily required to secure ICA Approval for a transaction of this nature;
 - (ii) Shell Canada and ARC shall, as soon as reasonably practicable and in any event within twenty-one (21) Business Days following the date hereof or such other period of time as may be agreed in writing by the Parties:
 - (A) file a competition brief requesting an Advanced Ruling Certificate or in the alternative a No Action Letter;
 - (B) file an appropriate filing to the Minister of Transport under the Canada Transportation Act; and
 - (C) each file a notification and report form pursuant to the HSR Act;
 - (iii) If the Competition Act Approval is not obtained within twenty (20) days of the submission of the request for an Advanced Ruling Certificate or, in the event that the Commissioner will not issue an Advanced Ruling Certificate or a waiver of the obligation to file notifications under Part IX of the Competition Act, upon written request by Shell Canada or ARC, each of Shell Canada and ARC shall, as soon as reasonably practicable and in any event within thirty (30) Business Days following such request, or such other period of time as may be agreed in writing by the Parties, each file a pre-merger notification pursuant to Part IX of the Competition Act; and
 - (iv) ARC shall, as soon as reasonably practicable following the Closing Date or such other period of time as may be agreed in writing by the Parties, file or cause to be filed with the U.S. Department of Energy a transfer of control request with respect to the blanket authorization to import natural gas from Canada held by ARC Resources U.S. Corp. (DOE/FERC Order No. 5305 (issued June 9, 2025) in Docket No. 25-67-NG) that identifies Shell and Shell Canada's acquisition of ARC.
- (c) To the extent permitted under applicable Laws, the Parties will coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this Section 5.5 including (i) providing each other with advance copies and reasonable opportunity to comment on, and have those comments considered in good faith, all notices, applications, submissions, responses, filings and information supplied to or filed with any Governmental Entity in respect of the Transactions and each Party will provide the other Party with final, as-submitted copies of all such notices, applications, submissions,

responses, filings and information (except for information which either Parent or ARC, acting reasonably, considers commercially or competitively sensitive, which shall only be provided to outside counsel of such other Parties on a confidential basis), and (ii) keeping each other promptly apprised of all communications (including emails) with any Governmental Entity.

- (d) The Parties will use their commercially reasonable efforts to satisfy, as soon as reasonably practicable, all requests for information and documentation received from any Governmental Entity in respect of the Transactions; provided that nothing in this Agreement shall require ARC, Parent, Shell Canada or any of their respective affiliates to (i) agree to any divestiture, hold separate arrangement, behavioral remedy or other restriction or condition, (ii) commence, defend or participate in any litigation or administrative proceeding, or (iii) take any action that would reasonably be expected to have a material adverse effect on the business of ARC, Parent, Shell Canada or their respective affiliates.
- (e) Neither Party will participate in any material meeting, telephone call, negotiation, discussion or correspondence with any Governmental Entity in respect of the Transactions without, to the extent permitted under applicable Laws, giving the other Party reasonable prior notice of such meeting, telephone call, negotiation, discussion or correspondence and, to the extent permitted by such Governmental Entity, the opportunity to attend and participate (such participation to be limited to a Party's outside counsel where communications or meetings involve information that the other Party reasonably considers to be commercially or competitively sensitive).
- (f) In connection with obtaining the Key Regulatory Approvals, ARC has provided all necessary information about which specific Key Regulatory Approvals are required with respect to the Transaction to Parent and Shell Canada on or prior to the date of this Agreement. In the event that information not previously disclosed by ARC to Parent and Shell Canada arises during the Interim Period which necessitates any further regulatory approval in order to consummate the Transactions, the Parties will use commercially reasonable efforts to agree to extend the Outside Date as may be required to obtain such approval.
- (g) Neither Party shall withdraw any filings or notifications in respect of the Key Regulatory Approvals or agree to extend any waiting periods or review periods, unless such was required by any Governmental Entity, without the prior written consent of the other Party, and neither Party shall take, and each Party shall cause its affiliates not to take, any other action that is likely to have the effect of delaying, impairing or impeding the receipt of the Key Regulatory Approvals.
- (h) All filing and similar fees paid to Governmental Entities associated with obtaining the Key Regulatory Approvals shall be borne equally by Parent and ARC.

5.6 Access to Information; Confidentiality.

- (a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement pursuant to its terms, subject to compliance with applicable Law and the terms of any existing Contracts, ARC shall, and shall cause its Representatives to, afford Parent and its Representatives such access as Parent may reasonably require at all reasonable times and upon reasonable advance notice for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and Contracts, and shall furnish Parent and its Representatives with all data and information as Parent may reasonably request.
- (b) Parent and ARC acknowledge and agree that information furnished pursuant to Section 5.6(a) shall be subject to the terms and conditions of the Confidentiality Agreement. The Parties hereby agree that, notwithstanding any provision of the Confidentiality Agreement, the term of the Confidentiality Agreement shall be extended to the extent necessary to expire at the earlier to occur of: (i) the Effective Time; and (ii) nine (9) months following the termination of this Agreement.

5.7 Privacy Matters.

- (a) For the purposes of this Section 5.7, “**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 5.7, the “**Recipient**”) by or on behalf of the other Party (for purposes of this Section 5.7, 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 date of this Agreement.
- (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 commercial 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:

- (A) use and disclose the Transferred Information solely for the purpose of (1) reviewing and completing the transactions contemplated hereby, including for the purpose of determining whether to complete such Transactions, (2) performing its obligations and exercising its rights under this Agreement, or (3) complying with applicable Laws;
 - (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 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:
 - (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:
 - (1) 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
 - (2) 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 and as authorized or permitted by Laws.

5.8 Cure Provisions.

- (a) Parent may not elect to exercise its right to terminate this Agreement pursuant to Section 8.2(a)(iii)(B) [*Breach of Representation or Warranty or Failure to Perform Covenants by ARC*] and ARC may not elect to exercise its right to terminate this Agreement pursuant to Section 8.2(a)(iv)(A) [*Parent or Shell Canada Breach*], unless the Party seeking to terminate the Agreement (the “**Terminating Party**”) has delivered a written notice (“**Termination Notice**”) to the other Party (the “**Breaching Party**”) specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, if the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date, the Terminating Party may not exercise such termination right until the earlier of: (i) the Outside Date; and (ii) the date that is twenty (20) Business Days following receipt of such Termination Notice by the Breaching Party, if such matter has not been cured by such date; provided that if any matter is not capable of being cured by the Outside Date, the Terminating Party may immediately exercise the applicable termination right by providing a Termination Notice.
- (b) If a Termination Notice in respect of matters which are capable of being cured prior to the Outside Date is delivered prior to the date of the ARC Meeting and the Breaching Party is proceeding diligently to cure such matter, then, unless the Parties otherwise agree, ARC shall postpone or adjourn the ARC Meeting, to the earlier of (i) ten (10) Business Days prior to the Outside Date, and (ii) the date that is ten (10) Business Days following receipt of such Termination Notice by the Breaching Party.

5.9 Insurance and Indemnification.

- (a) Parent and ARC agree that all rights to indemnification, expense reimbursement or exculpation now existing in favour of present and former officers and directors of ARC shall survive completion of the Arrangement and, after the Effective Time, ARC and any successor to ARC 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 ARC pursuant to the provisions of the Constatting Documents of ARC, applicable corporate legislation and any written indemnity agreements (and each of them), which have been entered into between ARC and its past or current officers or directors effective on or prior to the date of this Agreement.

- (b) Prior to the Effective Time, ARC shall 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 Parent will not have any further obligation under this Section 5.9(b).
- (c) In the event that Parent 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, Parent shall cause proper provision to be made so that the successor and assign of Parent or all or substantially all of its properties and assets, as the case may be, assumes the obligations set forth in this Section 5.9(b).

5.10 ARC Employee and Director Matters.

- (a) For a period of one (1) year following the Effective Time, Parent shall continue to provide to each ARC Employee, for so long as each ARC Employee remains employed by Parent or any Subsidiary of Parent (including, for certainty following the Effective Time, ARC or any Subsidiary of ARC), compensation, including but not limited to, their base salary or wage rate, as applicable, benefits, perquisites, allowances, bonuses, short-term cash and long-term incentive compensation opportunity, in each case, no less favorable in the aggregate than those provided to such ARC Employee immediately prior to the Effective Time.
- (b) Prior to the Effective Time, ARC shall use commercially reasonable efforts to obtain resignations and mutual releases (the "**Resignations and Mutual Releases**") (in a form satisfactory to Parent, ARC and such resigning individual, each acting reasonably), effective and conditional upon the completion of the Arrangement, from the directors of the ARC Board and each Subsidiary of ARC and the Specified Officers, and ARC shall deliver such Resignations and Mutual Releases to Parent on or prior to the Effective Date. Such officers of ARC that execute their respective Resignations and Mutual Releases shall, on the Effective Date, be paid their full entitlements under their respective executive employment agreements and their ARC Incentive Awards, in accordance with the terms thereof and the approvals of the ARC Board set out in Schedule 5.10(b) of the ARC Disclosure Letter, including if and as applicable all entitlements arising from the cessation of their employment on a without cause basis.
- (c) Other than the Specified Officers, all ARC Employees will continue in their employment or service after the Effective Date. Following the Effective Date, in the event that Parent terminates any Continuing Individual without cause, then Parent, AcquisitionCo or ARC, as applicable, shall, in exchange for a customary and reasonable form of release, in form and substance satisfactory to Parent, acting reasonably, pay such former Continuing Individuals (in addition to the payment of all earned entitlements, such as accrued salary, accrued and unused vacation and reimbursable expenses), their entitlements and benefits required by and in accordance with: (i) applicable Law; (ii) contractual entitlements; (iii) ARC Incentive Plan entitlements of such former Continuing Individual; and (iv) at a

minimum, comply with the severance and termination policies and practices of ARC disclosed in Schedule 5.10(c) of the ARC Disclosure Letter. Also, following the Effective Date and for a period of twelve (12) months thereafter in the event that Parent terminates any Continuing Individual without cause, then such former Continuing Individual shall be entitled to immediate vesting and payment in full of all of their ARC RSUs and ARC PSUs.

- (d) Effective and conditional on the completion of the Arrangement, the ARC Board has approved and ARC has entered into amendments to the Executive Employment Agreements or a written agreement, as applicable, for all ARC Employees that hold the title of “Vice President” or any more senior position or an ARC Employee who holds the title of [title redacted], in which each such individual (i) has agreed not resign from their employment with ARC for a period of twelve (12) months following the Effective Date; and (ii) is entitled upon written notice to ARC, to terminate, for any reason, their employment with ARC in the period between twelve (12) and twenty four (24) months of employment with ARC following the Effective Date. In the event of (x) termination of their employment without cause within twelve (12) months following the Effective Date or (y) resignation, for any reason, or termination without cause in the period between twelve (12) and twenty-four (24) months of employment following the Effective Date, such amending agreements or written agreement, as applicable, entitle each such ARC Employee to receive their respective compensation, payments and benefits set out in their respective Executive Employment Agreements; or in the case of [title redacted], at a minimum, in compliance with the severance and termination policies and practices of ARC disclosed in Schedule 5.10(c) of the ARC Disclosure Letter; and in each case, to acceleration and immediate vesting, and payment in full, of all of their ARC RSUs and ARC PSUs. The terms and conditions of such amending agreements and written agreement have been disclosed in writing to Parent and Shell Canada.
- (e) The Parties acknowledge and agree that no provision of this Section 5.10 shall give any ARC Employee any right to continued employment or, subject to this Section 5.10, impair in any way the rights of ARC, as between ARC and ARC Employees (on the one hand) and as between the Parties (on the other hand), to terminate the employment of any ARC Employee before or after the Effective Time.

5.11 Canadian Tax Matters.

- (a) During the Interim Period:
 - (i) subject to Section 5.11(a)(ii), Parent and ARC shall, and where appropriate, shall each cause its Subsidiaries to, cooperate with each other and use their best efforts to minimize any applicable Taxes under the Tax Act in respect of investments made by ARC or Subsidiaries of ARC, including by, among other things, making such Tax elections (including, for the avoidance of doubt, elections under paragraph 212.3(11)(c) or subsections 212.3(3) or (7)

of the Tax Act) and taking such steps as may reasonably be determined applicable by the Parties;

(ii) in connection with any proposed investments:

(A) ARC shall not make such investments (other than an investment that is reasonably required to preserve the value of any material asset in response to, appropriately and prudently, addressing or responding to any natural or man-made emergencies, disasters, calamities or similar events) if they would reasonably be expected (including as determined without reference to subsections 212.3(3) and (7) of the Tax Act) to result in ARC being deemed to have paid a dividend pursuant to section 212.3 of the Tax Act, without reasonably consulting with Parent and Shell Canada and giving reasonable consideration to any comments provided by Parent and Shell Canada in advance of making any such proposed investment; and

(B) if ARC proposes to make any such investments (other than an investment that is reasonably required to preserve the value of any material asset in response to, appropriately and prudently, addressing or responding to any natural or man-made emergencies, disasters, calamities or similar events) and would reasonably be expected to result in the total fair market value of all the shares of foreign affiliates of ARC that are held directly or indirectly by ARC exceeding *[limit redacted]* (determined without reference to debt obligations of any corporation resident in Canada in which ARC has a direct or indirect interest), all within the meaning of paragraph 212.3(10)(f) of the Tax Act, ARC shall reasonably consult with Parent and give reasonable consideration to any comments provided by Parent in advance of taking any such steps or making any such investments;

(iii) ARC shall provide Parent and Shell Canada with a reasonable opportunity to review and comment upon drafts of any election proposed to be made in accordance with section 212.3 of the Tax Act and shall give reasonable consideration to all such comments; and

(iv) in this Section 5.11(a), the term “investment” (or “investments”) has the meaning ascribed to the term “investment” for purposes of section 212.3 of the Tax Act.

(b) ARC and its Subsidiaries shall not undertake or participate in any transaction or series of transactions (other than the implementation and fulfillment of the transactions contemplated in this Agreement and the Plan of Arrangement), and shall promptly advise Parent and Shell Canada in advance and in writing of any proposed transaction or event or series of transactions or events, that would or could reasonably be expected to have the effect of materially reducing or eliminating the amount of the Tax cost “bump” pursuant to paragraphs 88(1)(c) and (d) of the Tax

Act otherwise available to Shell Canada or its successors or assigns in respect of non-depreciable capital property owned by the ARC or its Subsidiaries on the Effective Date.

5.12 Pre-Closing Reorganization.

ARC shall, and shall cause its Subsidiaries to, and shall use its commercially reasonable efforts to have its and their Representatives to, cooperate in good faith with Parent to: (a) determine any reorganizations of the corporate structure, capital structure, business, operations or assets of ARC and any Subsidiaries of ARC during the Interim Period (each a “**Pre-Closing Reorganization**”); (b) determine and agree on the manner in which any Pre-Closing Reorganization might most effectively be undertaken; and (c) use commercially reasonable efforts to effect such Pre-Closing Reorganization in such manner (including preparing all documentation necessary and doing all such other acts and things as are reasonably necessary to effect such Pre-Closing Reorganization as agreed between the Parties); provided that any Pre-Closing Reorganization: (i) shall not be prejudicial to any Party or its securityholders in any material respect; (ii) shall not require any Party to obtain the approval of its shareholders; (iii) shall not impair, prevent or materially delay the consummation of the Arrangement; (iv) shall not result in any breach by ARC or any of its Subsidiaries of any ARC Material Contract, Arrangement Resolution, Constatng Documents or applicable Law; (v) shall not result in additional Taxes being imposed on, or any adverse Tax or other consequences to, any securityholder of any Party; (vi) activities in furtherance thereof shall not unreasonably interfere with the ordinary course, operations and activities of a Party or its Subsidiaries, and (vii) shall not be consummated until at or immediately prior to the Effective Time. Additionally, the failure of any Party to comply with this Section 5.12 shall not give rise to the failure of a condition precedent set forth in Section 7.2(a) or Section 7.3(a), as applicable, or a right to terminate this Agreement pursuant to Section 8.2(a)(iii)(B) or Section 8.2(a)(iv)(A), as applicable.

5.13 Cooperation Regarding ARC Long-Term Debt.

- (a) Upon reasonable request by Parent, ARC will provide Parent with information, in reasonable detail, with respect to the current status of all principal amounts outstanding under, and any amendments of, or waiver in respect of, the ARC Long-Term Debt. ARC shall give Parent notice as soon as reasonably practicable: (i) of any actual breach or default by any party to the ARC Long-Term Debt of which ARC becomes aware; and (ii) of the receipt of any written notice or other communication from any source of the ARC Long-Term Debt with respect to any actual breach, default, termination or repudiation by any party of which ARC becomes aware;. As soon as reasonably practicable after the date Parent delivers to ARC a written request, ARC shall provide any information reasonably requested by Parent relating to any circumstance referred to in clause (i) or (ii) of the immediately preceding sentence. ARC shall not be required to make a disclosure under this Section 5.13 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.
- (b) ARC shall, and shall cause its Subsidiaries to, and shall use its commercially reasonable efforts to have its and their Representatives, provide such cooperation

to Parent and its Subsidiaries as Parent may reasonably request in connection with any arrangements in respect of the ARC Long-Term Debt (including to amend the terms thereof); provided that (i) such request is made on reasonable notice, (ii) such cooperation does not unreasonably interfere with the ongoing business operations of ARC and its Subsidiaries or unreasonably interfere with or hinder or delay the performance by ARC or its Subsidiaries of their obligations hereunder, and (iii) ARC shall not be required to provide, or cause any of its Subsidiaries to provide, cooperation that involves any binding commitment or agreement by ARC or its Subsidiaries, which commitment or agreement is not conditional on the completion of the Arrangement and does not terminate without liability to ARC or its Subsidiaries upon the termination of this Agreement.

- (c) Notwithstanding Section 5.13(b), neither ARC, nor any of its Subsidiaries shall be required by Parent to: (i) take any action or do anything that would (A) contravene any applicable Law or its organizational or constating documents in effect as of the date of this Agreement by ARC, (B) breach or would result in a default under any ARC Material Contract, or (C) be capable of impairing or preventing or materially delaying the consummation of or the satisfaction of any condition set forth in Article 7 or otherwise cause any breach of this Agreement; or (D) waive or amend any terms of this Agreement; (ii) commit to take any action that is not contingent on the consummation of the transactions contemplated by this Agreement at the Effective Time; (iii) pay any commitment, consent or other fee or incur any other liability or provide or agree to provide any indemnity in connection with such financing prior to the Effective Date; or (iv) disclose any information that would result in the disclosure of any trade secrets and except as required to comply with applicable Laws, disclose any information that in the reasonable judgment of such Party would violate any obligations of such Party or any other Person with respect to confidentiality. Nothing in this Agreement will require any Representative of ARC or any of its Subsidiaries to deliver any certificate or opinion or take any other action pursuant to this Section 5.13 that would or would reasonably be expected to result in personal liability to such Representative.
- (d) Parent agrees to indemnify and save harmless ARC and its Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties suffered or incurred by any of them in connection with any actions or omissions by any of them in connection with any request by Parent made pursuant to this Section 5.13 and for any alleged misstatement or omission in any information provided by ARC at the request of Parent (other than historical factual information to the extent prepared by ARC and relating to ARC and its Subsidiaries) except that Parent shall not be liable in any such case to the extent that any such liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties arise out of the gross negligence or willful misconduct of ARC. Parent shall promptly upon request by ARC and from time to time reimburse ARC and its Subsidiaries for all reasonable out-of-pocket costs (including legal fees) incurred by ARC or its Subsidiaries and their Representatives in connection with any of the actions contemplated by this Section 5.13, including, if this Agreement is terminated by

ARC in accordance with its terms, in connection with any unwinding or similar transactions by ARC or its Subsidiaries required as a result of actions taken pursuant to this Section 5.13.

ARTICLE 6 COVENANTS REGARDING NON-SOLICITATION

6.1 Non-Solicitation.

- (a) Except as otherwise expressly provided in this Article 6, during the Interim Period, ARC shall not, directly or indirectly, through any officer, director, employee, advisor (including any financial or other advisor) or agent of ARC or any of its Subsidiaries (collectively, the “**Representatives**”):
 - (i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiries, proposals or offers that constitute or may reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (ii) provide any Person (other than Parent and its Representatives) access to or disclosure of any of its confidential information, including any data room or access to properties, facilities, books and records of ARC or any of its Subsidiaries in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (iii) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than Parent and its Representatives) in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, provided that, ARC may:
 - (A) advise any Person of the existence of, and restrictions under, this Agreement;
 - (B) communicate with any Person for the purposes of clarifying the terms of any inquiry, proposal or offer made by such Person (including with respect to an Acquisition Proposal), provided that a summary of such communication is subsequently provided to Parent; and
 - (C) advise any Person making an Acquisition Proposal that the ARC Board has determined that such Acquisition Proposal does or does not constitute a Superior Proposal;
 - (iv) announce (other than in the circumstances set out in Section 6.6(a)), accept, approve, endorse, give any consent or make any request in relation to or recommend, or propose publicly to accept, approve, endorse, give any consent or make any request in relation to or recommend, any Acquisition Proposal;

- (v) accept or enter into, or publicly propose to accept or enter into, any agreement (other than a confidentiality and standstill agreement as contemplated by Section 6.3) providing for any Acquisition Proposal; or
 - (vi) make a Change in Recommendation.
- (b) ARC shall, and shall cause its Subsidiaries and Representatives to, immediately cease and cause to be terminated any existing solicitation, encouragement, discussion or negotiation with any Person (other than Parent and its Representatives) conducted by ARC or any of its Subsidiaries or Representatives with respect to any Acquisition Proposal or any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal and, in connection therewith, ARC will discontinue access to and disclosure of any of its confidential information, including any data room and access to properties, facilities, books and records of ARC of any of its Subsidiaries, to any such Person or any other Person (other than Parent and its Representatives) and request the return or destruction of all copies of any confidential information regarding ARC or any of its Subsidiaries provided to any Person (other than Parent and its Representatives) since October 1, 2025 in respect of a possible Acquisition Proposal.
- (c) ARC covenants and agrees not to release, and cause its Subsidiaries not to release, any Person from, or waive, amend, suspend or otherwise modify such Person's obligations to ARC or its Subsidiaries under any confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or covenant to which ARC or any of its Subsidiaries is a party, without the prior written consent of Parent (it being acknowledged by Parent that the automatic termination or release of any standstill restrictions of any such agreements as a result of entering into and announcing this Agreement shall not be a violation of this Section 6.1(c)), and provided that if, at any time following the date of this Agreement and prior to obtaining the ARC Shareholder Approval, in response to an unsolicited request from a third party to waive any confidentiality, standstill or similar agreement or covenant, the ARC Board determines in good faith, after consultation with its legal advisors that the failure to take such action would be inconsistent with its fiduciary duties under applicable Law, ARC may waive any such confidentiality, standstill or similar agreement or covenant solely to the extent necessary to permit a third party to make an Acquisition Proposal, on a confidential basis, to the ARC Board.

6.2 Notification of Acquisition Proposals.

If, after the date of this Agreement, ARC or any of its Representatives receives any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal, or any request in connection with any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal for copies of, access to, or disclosure of, confidential information relating to ARC or any of its Subsidiaries, ARC shall promptly notify Parent, at first orally, and then promptly (and in any event within twenty-four (24) hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of the material terms and conditions of the Acquisition Proposal,

inquiry, proposal, offer or request and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request and shall provide Parent with copies of any material agreements, documents or correspondence (if not delivered in writing or electronic form, then by way of a description of the material terms of the matters communicated), in respect thereof, from or on behalf of any such Persons.

6.3 Responding to an Acquisition Proposal.

- (a) Notwithstanding any other provision of this Article 6, if at any time following the date of this Agreement and prior to obtaining the ARC Shareholder Approval, ARC receives an unsolicited *bona fide* written Acquisition Proposal from an arm's-length Person (without any solicitation, initiation or encouragement, directly or indirectly, after the date of this Agreement, by ARC or any of its Representatives) or any Person or group of Persons (other than Parent or any affiliate or joint actor of Parent) announces such an unsolicited *bona fide* Acquisition Proposal in respect of ARC (without any solicitation, initiation or encouragement, directly or indirectly, after the date of this Agreement, by ARC or any of its Representatives), ARC (x) may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and (y) may provide copies of, access to or disclosure of information, properties, facilities, books or records of ARC or its Subsidiaries, if and only if:
 - (i) the ARC Board determines, in good faith after consultation with its financial and legal advisors, that such Acquisition Proposal constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal;
 - (ii) ARC has been, and continues to be, in material compliance with its obligations under Article 6;
 - (iii) prior to providing any such copies, access or disclosures, ARC first enters into a confidentiality and standstill agreement with such Person (or confirms it has previously entered into such an agreement which remains in effect) on terms that (A) are not materially less restrictive to such Person and its affiliates or representatives than the confidentiality, non-use and standstill restrictions set forth in the Confidentiality Agreement (provided that nothing in such agreement shall be required to prevent such Person from making an Acquisition Proposal or Superior Proposal), (B) do not contain any provision calling for an exclusive right to negotiate with ARC, and (C) do not restrict ARC or any of its Subsidiaries from complying with this Article 6 or any other provision of this Agreement;
 - (iv) before providing any such copies, access or disclosure, ARC provides Parent with a true, complete and final executed copy of the confidentiality agreement referred to in Section 6.3(a)(iii); and
 - (v) ARC provides to Parent a list of the information provided to such Person and, to the extent not already provided to Parent, Parent is immediately

provided with access to the same information to which such Person was provided or is thereafter provided.

- (b) ARC shall keep Parent fully informed of all material developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request (but, for the avoidance of doubt, excluding interim drafts of any agreement exchanged), and shall provide to Parent copies of all material correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence communicated to ARC by or on behalf of any Person making any such Acquisition Proposal, inquiry, proposal, offer or request.
- (c) Notwithstanding anything to the contrary in this Agreement, ARC's rights in respect of an Acquisition Proposal pursuant to this Section 6.3 shall only apply in respect of such Acquisition Proposal for so long as such Acquisition Proposal constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal, as determined by the ARC Board in good faith after consultation with its financial and legal advisors.

6.4 Superior Proposals.

- (a) If ARC receives an Acquisition Proposal that constitutes a Superior Proposal or any Person or group of Persons (other than Parent or any affiliate or joint actor of Parent) announces such an Acquisition Proposal in respect of ARC prior to obtaining the ARC Shareholder Approval, ARC may, as applicable: (x) make a Change in Recommendation with respect to such Superior Proposal; and/or (y) terminate this Agreement pursuant to Section 8.2(a)(iv)(B) [*Superior Proposal Termination*] (each of (x) and (y), a “**Superior Proposal Action**”), in each case, if and only prior to such Superior Proposal Action:
 - (i) the ARC Board determines, in good faith after consultation with its financial and legal advisors, that the Acquisition Proposal constitutes a Superior Proposal and the failure by the ARC Board to take such Superior Proposal Action would be inconsistent with its fiduciary duties;
 - (ii) ARC has been, and continues to be, in material compliance with its obligations under Article 6;
 - (iii) ARC has provided Parent with a notice in writing: (A) that there is a Superior Proposal; (B) confirming the determination by the ARC Board of the value and financial terms that the ARC Board, in consultation with its financial and legal advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal; and (C) enclosing all documentation related to and detailing the Superior Proposal, including a copy of any agreement relating to such Superior Proposal and all supporting materials and related agreements or documents (including any financing documents supplied in connection therewith);

- (iv) at least five (5) Business Days (the “**Response Period**”) shall have elapsed from the date Parent received the notice and all of the documentation referred to in Section 6.4(a)(iii) from ARC;
 - (v) during any Response Period, Parent has had the opportunity (but not the obligation), in accordance with Section 6.4(b), to offer to amend the terms of the Transaction and this Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal; and
 - (vi) if Parent has proposed to amend the terms of the Arrangement and the Transaction in accordance with Section 6.4(b), the ARC Board shall have determined, in good faith, after consultation with its financial and legal advisors, that such Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Arrangement and the Transaction by Parent.
- (b) During the Response Period, or such longer period as ARC may approve for such purpose, Parent shall have the opportunity, but not the obligation, to propose to amend the terms of the Transaction and this Agreement and if Parent proposes to amend the terms of the Transaction and this Agreement: (i) the ARC Board shall, in good faith and in consultation with its financial and legal advisors, review any proposal by Parent to amend the terms of the Transaction and this Agreement; and (ii) ARC shall negotiate, and cause its Representatives to negotiate, in good faith with Parent to make such amendments to the terms of this Agreement and the Transaction as would enable the Parent to proceed with the Transactions on such amended terms. In the event that an Acquisition Proposal is made or announced on a date which is less than five (5) Business Days prior to the ARC Meeting, ARC shall be entitled to postpone the ARC Meeting and Parent shall be entitled to require ARC to postpone the ARC Meeting, in each case, to a date that is not more than ten (10) Business Days after the latest date then scheduled for the ARC Meeting in accordance with this Agreement; provided that if Parent requests in writing prior to the expiry of the Response Period that the ARC Meeting proceed, ARC will continue to take all steps necessary to hold the ARC Meeting on the next Business Day following such postponement, whether or not Parent proposes to amend the terms of the Transaction and this Agreement or the ARC Board makes a Change in Recommendation, to cause the Arrangement Resolution to be voted upon by the ARC Shareholders at the ARC Meeting. For clarity, nothing in this Section 6.4(b) shall affect ARC’s obligations under Section 8.3, and in particular Section 8.3(c)(iv).
- (c) If the ARC Board, after consultation with its financial and legal advisors, determines that an Acquisition Proposal previously constituting a Superior Proposal has ceased to be a Superior Proposal as compared to the proposed amendments to the terms of this Agreement and the Transaction: (i) ARC will promptly so advise Parent; (ii) the Parties shall amend this Agreement and the Plan of Arrangement to reflect such offer made by Parent, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing; and (iii) the ARC Board shall promptly (and in any event within one (1) Business Day following

the effectiveness of any such amendment) reaffirm the ARC Board Recommendation by press release, and ARC shall provide Parent and its legal counsel with a reasonable opportunity to review the form and content of any such press release and shall give reasonable consideration to such amendments to such press release requested by Parent and its legal counsel.

- (d) Each successive modification of any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by ARC or ARC Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Article 6, and Parent shall be afforded a new Response Period in respect of each such Acquisition Proposal from the date on which ARC received the notice and documentation referred to in Section 6.4(a)(iii) in respect of such new Acquisition Proposal.

6.5 ARC Meeting.

- (a) Unless this Agreement has been terminated by any Party in accordance with Article 8 and subject to Sections 2.4(a)(iii), 5.8(b) and 6.4(b) ARC shall cause the ARC Meeting to occur and the Arrangement Resolution to be voted upon by the ARC Shareholders thereat in accordance with this Agreement, and ARC shall not submit to a vote of its shareholders any Acquisition Proposal other than the Arrangement Resolution or any resolution to amend, cancel, revoke or withdraw the Arrangement Resolution prior to the termination of this Agreement in accordance with its terms.
- (b) If ARC notifies Parent that it intends to make a Change in Recommendation in accordance with Section 6.4(a) on a date that is less than fifteen (15) Business Days prior to the ARC Meeting then ARC shall, if requested by Parent, adjourn the ARC Meeting to a date that is fifteen (15) Business Days after the date of such notice; provided, however, that the ARC Meeting shall not be adjourned or postponed to a date later than the tenth (10th) Business Day prior to the Outside Date.

6.6 Subsidiaries; Compliance with Law; Other Matters.

- (a) Nothing in this Agreement shall prohibit the ARC Board or Parent Board from making any disclosure to any securityholders of such Party prior to the Effective Time, if, in the good faith judgment of the ARC Board or Parent Board, as applicable, after consultation with its legal advisors, failure to make such disclosure would be inconsistent with the ARC Board's or Parent Board's exercise of its fiduciary duties or is otherwise required under applicable Law or pursuant to a Contract of such Party existing as of the date hereof, provided that any such disclosure that would constitute a Change in Recommendation shall be made only in compliance with Section 6.4.
- (b) Each Party shall ensure that its Subsidiaries and Representatives are aware of the provisions of this Article 6, and, notwithstanding Section 5.1(c), each Party shall be responsible for any breach of this Article 6 by its Subsidiaries or Representatives

who (i) are directors, officers or employees, or (ii) are acting at the direction of such Party and any breach of this Article 6 by a Party's Subsidiaries or such Representatives is deemed to be a breach of this Article 6 by such Party.

ARTICLE 7 CONDITIONS

7.1 Mutual Conditions Precedent.

The obligations of the Parties to complete the Transactions are subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

- (a) the ARC Shareholder Approval shall have been obtained in accordance with the Interim Order, applicable Law and this Agreement;
- (b) the Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement, and shall not have been set aside or modified in a manner unacceptable to ARC and Parent, acting reasonably, on appeal or otherwise;
- (c) the Key Regulatory Approvals shall have been obtained and remain in full force and effect;
- (d) the LSE having acknowledged in writing to Parent or its agent (and such acknowledgement not having been withdrawn) that LSE Admission will occur; and
- (e) no applicable Law shall be in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins Parent or ARC from consummating the Arrangement.

The conditions in this Section 7.1 are for the mutual benefit of the Parties and may be asserted by any 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.

7.2 Conditions Precedent to the Obligations of Parent and Shell Canada.

The obligation of Parent and Shell Canada to complete the Transactions is subject to the fulfillment of each of the following conditions precedent, each of which is for the exclusive benefit of Parent and may be waived by Parent in whole or in part at any time:

- (a) all covenants of ARC under this Agreement to be performed or complied with on or before the Effective Date which have not been waived by Parent shall have been duly performed or complied with by ARC in all material respects;
- (b) the representations and warranties of ARC:
 - (i) set forth in paragraphs (a) [*Organization and Qualification*], (b) [*Authority Relative to this Agreement*] and (c) [*Board Approval*] of Schedule C shall

be true and correct in all material respects as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all material respects as of such date);

- (ii) set forth in paragraph (g) [*Capitalization of ARC*] of Schedule C shall be true and correct in all respects (except for de minimis inaccuracies) as of the date of this Agreement and as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects (except for de minimis inaccuracies) as of such date);
 - (iii) set forth in paragraph (t) [*No Material Adverse Effect*] of Schedule C shall be true and correct in all respects as of the date of this Agreement and as of the Effective Date as if made at and as of such date; and
 - (iv) set forth in Schedule C other than those to which Section 7.2(b)(i), Section 7.2(b)(ii) or Section 7.2(b)(iii) applies, shall be true and correct in all respects (disregarding for purposes of this any materiality, Material Adverse Effect or similar qualifications contained in any such representation or warranty) as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in each case where the failure to be so true and correct has not had, and would not reasonably be expected to have, a Material Adverse Effect;
- (c) since the date of this Agreement, there has not been any event, change, occurrence, effect or state of facts that, individually or in the aggregate, has, or would reasonably be expected to have a Material Adverse Effect on ARC;
 - (d) ARC Shareholders shall not have properly exercised and not validly withdrawn their Dissent Rights in connection with the Arrangement with respect to more than five percent (5%) of the issued and outstanding ARC Shares as of the Effective Date;
 - (e) Parent shall have received a certificate of ARC addressed to Parent and dated the Effective Date, signed on behalf of ARC by two (2) senior executive officers of ARC (on ARC's behalf and without personal liability), confirming the matters in Section 7.2(a), Section 7.2(b), Section 7.2(c) and Section 7.2(d) as of the Effective Date; and
 - (f) Parent shall have received, in form and in substance acceptable to Parent, in its sole discretion, an Order for exemption under applicable Canadian Securities Laws that the ongoing share buyback program established by Parent in respect of the Parent Shares is exempt from National Instrument 62-104 *Takeover Bids and Issuer Bids* of the Canadian Securities Administrators.

7.3 Conditions Precedent to the Obligations of ARC.

The obligation of ARC to complete the Transactions is subject to the fulfillment of each of the following conditions precedent, each of which is for the exclusive benefit of ARC and may be waived by ARC in whole or in part at any time:

- (a) all covenants of Parent under this Agreement to be performed or complied with on or before the Effective Date which have not been waived by ARC shall have been duly performed or complied with by Parent in all material respects;
- (b) the representations and warranties of Parent:
 - (i) set forth in paragraphs (a) [*Organization and Qualification*], (b) [*Authority Relative to this Agreement*] and (d) [*Consideration Shares*] of Schedule D shall be true and correct in all material respects as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all material respects as of such date);
 - (ii) set forth in paragraph (f) [*Capitalization of Parent and Listing*] of Schedule D shall be true and correct in all respects (except for de minimis inaccuracies) as of the date of this Agreement and as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects (except for de minimis inaccuracies) as of such date);
 - (iii) set forth in paragraph (n) [*No Material Adverse Effect*] of Schedule D shall be true and correct in all respects as of the date of this Agreement and as of the Effective Date as if made at and as of such date; and
 - (iv) set forth in Schedule D other than those to which Section 7.3(b)(i), Section 7.3(b)(ii) or Section 7.3(b)(iii) applies, shall be true and correct in all respects (disregarding for purposes of this any materiality, Material Adverse Effect or similar qualifications contained in any such representation or warranty) as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in each case where the failure to be so true and correct has not had, and would not reasonably be expected to have, a Material Adverse Effect; and
- (c) since the date of this Agreement, there has not been any event, change, occurrence, effect or state of facts that, individually or in the aggregate, has, or would reasonably be expected to have a Material Adverse Effect on Parent;

- (d) the representations and warranties of Shell Canada set forth in paragraphs (a) [*Organization and Qualification*] and (b) [*Authority Relative to this Agreement*] of Schedule E shall be true and correct in all material respects as of the Effective Date as if made at and as of such date (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all material respects as of such date);
- (e) Shell Canada shall have deposited or caused to be deposited with the Depositary, sufficient funds and Parent Shares (or an irrevocable direction to issue the Parent Shares in accordance with the Plan of Arrangement) to satisfy Shell Canada's obligations under Section 2.11; and
- (f) ARC shall have received:
 - (i) a certificate of Parent addressed to ARC and dated the Effective Date, signed on behalf of Parent by two (2) senior executive officers of Parent (on Parent's behalf and without personal liability), confirming the matters in Section 7.3(a), Section 7.3(b) and Section 7.3(c) as of the Effective Date; and
 - (ii) a certificate of Shell Canada addressed to ARC and dated the Effective Date, signed on behalf of Shell Canada by two (2) senior executive officers of Shell Canada (on Shell Canada's behalf and without personal liability), confirming the matters in Section 7.3(d) as of the Effective Date.

7.4 Satisfaction of Conditions.

The conditions precedent set out in Section 7.1, Section 7.2 and Section 7.3 shall be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Registrar following filing of the Articles of Arrangement with the consent of the Parties in accordance with the terms of this Agreement.

ARTICLE 8 TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term.

Subject to Section 8.2(c), this Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

8.2 Termination.

- (a) This Agreement may be terminated at any time prior to the Effective Time:
 - (i) by mutual written agreement of ARC and Parent;
 - (ii) by either ARC or Parent, if:

- (A) the Effective Time shall not have occurred on or before the Outside Date; provided that a Party may not terminate this Agreement under this Section 8.2(a)(ii)(A) if it is in breach of any representation, warranty, covenant or obligation set forth in this Agreement and such breach has been the primary cause of, or primarily resulted in, the Effective Time not occurring on or before the Outside Date;
 - (B) any applicable Law is enacted or made (or any Law is amended), including any Order that is granted or delivered, that permanently prohibits, enjoins, frustrates or renders illegal the consummation of the Transactions, and such Law shall have become final and non-appealable on the condition that: (1) the Party seeking to terminate this Agreement has used its reasonable commercial efforts to, as applicable, appeal or overturn such Order or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; and (2) 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
 - (C) the ARC Shareholder Approval shall not have been obtained at the ARC Meeting in accordance with the Interim Order, applicable Law and this Agreement.
- (iii) by Parent:
 - (A) prior to the ARC Meeting, if a Change in Recommendation occurs;
 - (B) subject to Section 5.8, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of ARC set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Section 7.2(a) [*ARC Covenants Condition*] or Section 7.2(b) [*ARC Representations and Warranties Condition*] not to be satisfied, and any such breach or failure is incapable of being cured, or is not cured in accordance with Section 5.8, and provided that Parent is not then in breach of this Agreement so as to cause any of the conditions in Section 7.3(a) [*Parent Covenants Condition*] or Section 7.3(b) [*Parent Representations and Warranties Condition*] not to be satisfied; or
 - (C) if the condition in favour of Parent set forth in Section 7.2(f) [*Parent Exemptive Relief Condition*] has not been satisfied on or prior to the Outside Date.
- (iv) by ARC:
 - (A) subject to Section 5.8, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Parent or Shell Canada, as applicable, set forth in this Agreement shall have

occurred that would cause any of the conditions set forth in Section 7.3(a) [*Parent Covenants Condition*], Section 7.3(b) [*Parent Representations and Warranties Condition*] or Section 7.3(d) [*Shell Canada Representations and Warranties Condition*] not to be satisfied, and any such breach or failure is incapable of being cured, or is not cured in accordance with Section 5.8, and provided that ARC is not then in breach of this Agreement so as to cause any of the conditions in Section 7.2(a) [*ARC Covenants Condition*] or Section 7.2(b) [*ARC Representations and Warranties Condition*] not to be satisfied; or

- (B) if (1) the ARC Board authorizes ARC or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, to enter into a definitive Contract providing for the consummation of a Superior Proposal in accordance with Section 6.4; and (2) ARC pays (or causes to be paid) the ARC Termination Damages Payment due in accordance with Section 8.3(c)(ii) and Section 8.3(e)(ii).
- (b) The Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)(i)) shall give notice of such termination to the other applicable Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.
- (c) If this Agreement is terminated pursuant to this Section 8.2, this Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except that the provisions of this Section 8.2(c) and Sections 8.3, 9.1, 9.2, 9.5, 9.6 and 9.7 and all related definitions set forth in Section 1.1 and the provisions of the Confidentiality Agreement shall survive any termination hereof pursuant to Section 8.2(a); provided that nothing in this Agreement shall relieve any Party from liability for fraud or Willful Breach of this Agreement by any Party or its Representatives.

8.3 Expense and Termination Damages Payments.

- (a) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.
- (b) For the purposes of this Agreement:
 - (i) **"ARC Expense Reimbursement Damages Payment"** means \$30,000,000;
 - (ii) **"ARC Termination Damages Payment"** means \$600 million;
 - (iii) **"Damages Payment"** means any of, as applicable, (A) an ARC Termination Damages Payment, (B) a Shell Expense Reimbursement

Damages Payment, or (C) an ARC Expense Reimbursement Damages Payment; and

- (iv) **“Shell Expense Reimbursement Damages Payment”** means \$30,000,000.
- (c) For the purposes of this Agreement, **“ARC Termination Damages Payment Event”** means:
- (i) the termination of this Agreement by Parent pursuant to Section 8.2(a)(iii)(A) [*Change in Recommendation*];
 - (ii) the termination of this Agreement by ARC pursuant to Section 8.2(a)(iv)(B) [*Superior Proposal*];
 - (iii) the termination of this Agreement (x) by either Parent or ARC pursuant to Section 8.2(a)(ii)(C) [*ARC Shareholder Vote Failure*] or Section 8.2(a)(ii)(A) [*Outside Date*] or (y) by Parent pursuant to Section 8.2(a)(iii)(B) [*ARC Breach*] as a result of a Willful Breach of Article 6 by ARC or its Representatives, if: (A) a *bona fide* Acquisition Proposal shall have been made or publicly announced or otherwise publicly disclosed by any Person or group of Persons, or any Person or group of Persons shall have made, publicly announced or otherwise publicly disclosed, an intention to make an Acquisition Proposal; (B) such Acquisition Proposal or intent to make an Acquisition Proposal is not withdrawn at least five (5) Business Days prior to the ARC Meeting; and (C) within twelve (12) months following the date of such termination, either: (1) ARC or one or more of its Subsidiaries, directly or indirectly, in any transaction, or series of transactions, accepts, approves or enters into a definitive Contract (other than a confidentiality agreement) providing for an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) of this Section 8.3(c)(iii)); or (2) any Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (1) of this Section 8.3(c)(iii)) is consummated; or
 - (iv) the termination of this Agreement by either Parent or ARC pursuant to Section 8.2(a)(ii)(C) [*ARC Shareholder Vote Failure*], if prior to the ARC Meeting, Parent was entitled to terminate this Agreement pursuant to Section 8.2(a)(iii)(A) [*Change in Recommendation*].
- (d) For purposes of this Agreement, **“ARC Expense Reimbursement Damages Event”** means:
- (i) the termination of this Agreement by Parent pursuant to Section 8.2(a)(iii)(B) [*ARC Breach*] because of the failure of the condition in Section 7.2(b) [*Representations and Warranties of ARC*]; or

- (ii) the termination of this Agreement pursuant to Section 8.2(a)(ii)(A) [*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 7.2(b) [*Representations and Warranties of ARC*] not to be satisfied, notwithstanding the availability of any cure period.
- (e) If an ARC Termination Damages Payment Event or ARC Expense Reimbursement Damages Event, as applicable, occurs, ARC shall pay the ARC Termination Damages Payment or the ARC Expense Reimbursement Damages Payment, respectively, to Shell Canada, by wire transfer of immediately available funds, as follows:
 - (i) If: (A) the ARC Termination Damages Payment is payable pursuant to Section 8.3(c)(i); or (B) the ARC Expense Reimbursement Damages Payment is payable pursuant to Section 8.3(d), the ARC Termination Damages Payment or the ARC Expense Reimbursement Damages Payment, as applicable, shall be payable within two (2) Business Days following such termination;
 - (ii) if the ARC Termination Damages Payment is payable pursuant to Section 8.3(c)(ii), the ARC Termination Damages Payment shall be payable concurrently with such termination; or
 - (iii) if the ARC Termination Damages Payment is payable pursuant to Section 8.3(c)(iii), the ARC Termination Damages Payment shall be payable upon the earlier of the occurrence of the events specified in clause (1) and (2) thereof and shall be reduced by any ARC Expense Reimbursement Damages Payment previously paid to Shell Canada by ARC (if any).
- (f) For purposes of this Agreement, “**Shell Expense Reimbursement Damages Event**” means:
 - (i) the termination of this Agreement by ARC pursuant to Section 8.2(a)(iv)(A) [*Parent or Shell Canada Breach*] because of the failure of the condition in Section 7.3(b) [*Representations and Warranties of Parent*] or Section 7.3(d) [*Representations and Warranties of Shell Canada*];
 - (ii) the termination of this Agreement by Parent pursuant to Section 8.2(a)(iii)(C) [*Parent Exemptive Relief Condition*], unless ARC’s representation in Schedule C(uu) is inaccurate regardless of knowledge qualifiers; or
 - (iii) the termination of this Agreement pursuant to Section 8.2(a)(ii)(A) [*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 7.3(b) [*Representations and Warranties of Parent*] not to be satisfied, notwithstanding the availability of any cure period.

- (g) If a Shell Expense Reimbursement Damages Event occurs, Shell Canada shall pay, or cause to be paid, the Shell Expense Reimbursement Damages Payment to ARC, by wire transfer of immediately available funds, within two (2) Business Days following such termination.
- (h) For greater certainty,
 - (i) the ARC Termination Damages Payment is paid in consideration for the disposition of Shell Canada's rights under the Agreement;
 - (ii) the ARC Termination Damages Payment shall not be required to be paid more than once; and
 - (iii) no fees or amounts shall be payable by ARC under this Section 8.3 as a result of the occurrence of an ARC Expense Reimbursement Damages Event if ARC has paid the ARC Termination Damages Payment.
- (i) The Parties acknowledge that the agreements contained in this Section 8.3 are an integral part of this Agreement and that, without these agreements, the Parties would not enter into this Agreement. Accordingly, if ARC fails to promptly pay any ARC Termination Damages Payment or ARC Expense Reimbursement Damages Payment due pursuant to Section 8.3(e) or Shell Canada fails to promptly pay any Shell Expense Reimbursement Damages Payment due pursuant to Section 8.3(g) and, in order to obtain such Payment, Shell Canada or ARC, as applicable, commences any action, suit, litigation or other legal proceeding that results in a judgment against ARC for the ARC Termination Damages Payment, ARC Expense Reimbursement Damages Payment or any portion thereof, or Shell Canada for the Shell Expense Reimbursement Damages Payment or any portion thereof, ARC will pay to Shell Canada (or as directed by Shell Canada) or Shell Canada will pay to ARC (or as directed by ARC), as the case may be, its reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees) in connection with such action, suit, litigation or other legal proceeding, together with interest on such amount or portion thereof at the annual rate of five percent (5%) plus the prime rate as published in *The Wall Street Journal* in effect on the date that such payment or portion thereof was required to be made through the date that such payment or portion thereof was actually received, or a lesser rate that is the maximum permitted by applicable Law. The Parties further acknowledge that Parent has no entitlement to an ARC Expense Reimbursement Payment or an ARC Termination Damages Payments, and only Shell Canada has the ability to enforce such payments pursuant to this Agreement.
- (j) Each Party acknowledges that all of the payment amounts set out in this Section 8.3 are payments of liquidated damages which are a genuine pre-estimate of the damages which the Party entitled to such damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. Each of ARC and Shell Canada irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, each Party agrees that, upon any

termination of this Agreement under circumstances where ARC or Shell Canada is entitled to a Damages Payment (but subject to each Party's right prior to such termination of this Agreement to obtain an Order of specific performance in accordance with Section 9.3), and such Damages Payment (plus any interest, amounts in respect of VAT and any amounts payable pursuant to Sections 8.3(i) or 8.3(k), as applicable to ARC or Shell Canada, the "**Applicable Payment Cap**") is paid in full, ARC or Shell Canada and such Party's Related Parties (as defined below), as the case may be, shall be precluded from any other remedy against the other Party or any of such other Party's Related Parties at Law, in equity, in Contract or otherwise (including, without limitation, an Order for specific performance) (other than in the event of fraud or Willful Breach), and shall not (other than in the event of fraud or Willful Breach) seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the other Party or any of its affiliates or any of its or their respective directors, officers, employees, partners, managers, members, securityholders or other Representatives (the foregoing Persons with respect to any Party, collectively, the "**Related Parties**" of such Party) in connection with this Agreement or the Transactions; provided that nothing in this Agreement shall relieve any Party from liability for fraud or Willful Breach of this Agreement by any Party or its Representatives.

- (k) ARC and Shell Canada anticipate, and shall use commercially reasonable efforts to secure, that any Damages Payments are not and shall not be treated as consideration for a taxable supply for the purposes of any value added tax or other similar Tax including for greater certainty goods and services tax and harmonized sales tax under the *Excise Tax Act* (Canada) ("**VAT**") (being a payment that is compensatory in nature). If, however, a Damages Payment is determined by any Tax Authority to be consideration in whole or part for a taxable supply for VAT purposes and the Party receiving the Damages Payment (the "**Payee**") (or, if relevant, a member of the same VAT group as the Payee) is required to account for VAT in respect of that supply, then the Party making the Damages Payment shall, subject to the receipt of a valid VAT invoice, pay to the Payee on demand an amount equal to such VAT together with any interest or penalties incurred by the Payee in connection therewith, provided that in the event that any amounts paid in respect of such VAT are subsequently refunded to the Payee (or, if relevant, a member of the same VAT group as the Payee), the Payee shall promptly reimburse the Party making the Damages Payment for any amount refunded to the Payee in connection with such VAT (net of any reasonable costs of recovery).

8.4 Amendment.

Subject to the provisions of the Interim Order, the Final Order, the Plan of Arrangement and applicable Laws, this Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the ARC Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the ARC Shareholders, and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and
- (d) waive compliance with or modify any mutual conditions precedent herein contained.

8.5 Waiver.

Any Party may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (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, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived. 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 9 GENERAL PROVISIONS

9.1 Notices.

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received on the day it is delivered, provided that it is delivered on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if notice is delivered after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day. Notice shall be sufficiently given if delivered (either in person, by courier service or other personal method of delivery), or if transmitted by email to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

- (a) if to Parent or Shell Canada:

150 N Dairy Ashford Rd Houston,
TX 77079
United States

Attention: *[name and title redacted]*
Email: *[email address redacted]*

with a copy (which shall not constitute notice) to:

Shell Centre
London
SE1 7NA

Attention: *[name and title redacted]*
Email: *[email address redacted]*

with a copy (which shall not constitute notice) to:

Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary, Alberta, Canada T2P 1N2

Attention: Neal Ross
Email: nross@osler.com

with a copy (which shall not constitute notice) to:

Slaughter and May
One Bunhill Row
London, United Kingdom EC1Y 8YY

Attention: Hywel Davies
Email: hywel.davies@slaughterandmay.com

(b) if to ARC:

1500, 308 – 4th Avenue SW
Calgary, AB T2P 0H7

Attention: *[name and title redacted]*
Email: *[email address redacted]*

with a copy (which shall not constitute notice) to:

Burnet, Duckworth & Palmer LLP
2400, 525 8th Avenue SW
Calgary, Alberta, Canada T2P 1G1

Attention: Grant A. Zawalsky
Email: gaz@bdplaw.com

with a copy (which shall not constitute notice) to:

Freshfields LLP
100 Bishopsgate
London, United Kingdom EC2P 2SR

Attention: Graham Watson and Samira Afrasiabi
Email: graham.watson@freshfields.com and samira.afrasiabi@freshfields.com

9.2 Governing Law.

- (a) This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Alberta and the federal Laws of Canada applicable therein.
- (b) The Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of Alberta and appropriate appellate courts therefrom for the resolution of any dispute, controversy or claim arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims in respect of such dispute, controversy or claim may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by Law, any objection that they may now or hereafter have to the laying of venue of any such dispute, controversy or claim brought in any such court or any defence of inconvenient forum for the maintenance of such dispute, controversy or claim. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

9.3 Injunctive Relief.

Subject to Section 8.3, the Parties agree 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 in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, subject to Section 8.3, in the event of any breach or threatened breach of this Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, and the Parties shall not object to the granting of injunctive or other equitable relief on the basis that there exists an adequate remedy at Law. Subject to Section 8.3, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at Law or equity to each of the Parties. To the extent any Party brings any action or other legal proceeding to enforce specifically the performance of the terms and provisions of this Agreement when expressly available to such Party pursuant to the terms of this Agreement, the Outside Date shall automatically be extended by (a) (i) the amount of time during which such action or other legal proceeding is pending, plus (ii) twenty (20) Business Days, or (b) such other time period established by the court presiding over such action, dispute, litigation or other legal proceeding.

9.4 Third-Party Beneficiaries.

The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum, except as provided in Section 5.9 [*Insurance and Indemnification*], which, without limiting its terms, is intended as stipulations for the irrevocable benefit of, and shall be enforceable by, the third Persons mentioned in such provisions.

9.5 Entire Agreement, Binding Effect and Assignment.

This Agreement (including the exhibits and schedules hereto) and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the Parties without the prior written consent of the other Party.

9.6 No Liability.

No director or officer of Parent or Shell Canada, in their capacity as such, shall have any personal liability whatsoever to ARC or its affiliates under this Agreement, or any other document delivered in connection with the Transactions hereby on behalf of Parent, Shell Canada or any of their Subsidiaries. No director or officer of ARC, in their capacity as such, shall have any personal liability whatsoever to Parent or its affiliates under this Agreement, or any other document delivered in connection with the Transactions hereby on behalf of ARC or any of its Subsidiaries.

9.7 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall 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 are fulfilled to the fullest extent possible.

9.8 Counterparts, Execution.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

IN WITNESS WHEREOF each of the Parties have caused this Agreement to be executed as of the date first written above.

Signed for and on behalf of
SHELL PLC

By: /s/ Wael Sawan
Name: Wael Sawan
Title: Chief Executive Officer

SHELL CANADA LIMITED

By: /s/ Ryan Konotopsky
Name: Ryan Konotopsky
Title: Assistant Secretary

ARC RESOURCES LTD.

By: /s/ Terry Anderson
Name: Terry Anderson
Title: President & Chief Executive Officer

SCHEDULE A
FORM OF PLAN OF ARRANGEMENT

[Intentionally Deleted. See Amending Agreement dated June 6, 2026.]

SCHEDULE B
FORM OF ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

- (a) The arrangement (the “**Arrangement**”) under Section 193 of the *Business Corporations Act* (Alberta), involving, among others, ARC Resources Ltd. (“**ARC**”), Shell plc (“**Parent**”) and Shell Canada Limited (“**Shell Canada**”) and the holders (“**ARC Shareholders**”) of common shares of ARC, all as more particularly described and set forth in the management information circular of ARC dated on or about [●, 2026] accompanying the notice of this meeting (as the Arrangement may be modified or amended in accordance with the terms of the Arrangement Agreement (as defined herein)), and all transactions contemplated thereby, be and is hereby authorized, approved and adopted;
- (b) The plan of arrangement, as it may be or has been amended (the “**Plan of Arrangement**”) involving among others, ARC, Parent, Shell Canada and the ARC 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 ARC, Parent and Shell Canada dated as of April 27, 2026, as the same may be modified, amended or amended and restated from time to time in accordance with its terms, and all the transactions contemplated therein, the actions of the directors of ARC in approving the Arrangement Agreement, and the actions of the directors and officers of ARC 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 ARC be and is hereby authorized and directed for and on behalf of ARC to execute, under the corporate seal of ARC 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 ARC Shareholders or that the Arrangement has been approved by the Court of King’s Bench of Alberta, the directors of ARC are hereby authorized and empowered, without further notice to, or approval of, the ARC 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, to determine 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); and
- (f) Any one or more directors or officers of ARC is hereby authorized, for and on behalf and in the name of ARC, to execute (or cause to be executed) and deliver (or cause to be delivered), whether under corporate seal of ARC 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 ARC, 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 ARC,

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
ARC REPRESENTATIONS AND WARRANTIES

- (a) Organization and Qualification. ARC and each of its Subsidiaries is a corporation, duly incorporated or formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation, formation, or continuance and has the requisite corporate power and authority to own its assets and properties as now owned and to carry on its business as it is now being conducted. ARC is, and its Subsidiaries are, duly registered to do business and each is in good standing in each jurisdiction in which the character of its assets and properties, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not result in a Material Adverse Effect on ARC.
- (b) Authority Relative to this Agreement. ARC has the requisite corporate authority to enter into this Agreement and the agreements and other documents to be entered into by it hereunder and to carry out its obligations hereunder and thereunder. Subject to the ARC Shareholder Approval being obtained at the ARC Meeting as stipulated by the Court in the Interim Order, no other corporate approvals on the part of ARC are necessary to authorize the execution and delivery and performance of this Agreement, the Arrangement and the agreements and other documents to be entered into by it hereunder and the consummation by ARC of the Transactions. This Agreement has been duly executed and delivered by ARC and constitutes a legal, valid and binding obligation of ARC enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other 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) Board Approval. The ARC Board has unanimously: (i) determined that the Arrangement is in the best interests of ARC and is fair to ARC Shareholders; (ii) resolved to make the ARC Board Recommendation and to include such recommendation in the ARC Circular; and (iii) authorized the entering into of this Agreement (and approved the Arrangement pursuant to the Plan of Arrangement) and the performance by ARC of its obligations under this Agreement and, at the date of this Agreement, no action has been taken to amend, or supersede such determinations, resolutions, or authorizations.
- (d) No Violation; Absence of Defaults and Conflicts.
 - (i) Neither ARC nor any Subsidiary of ARC is in violation of its Constatting Documents or 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 ARC or such Subsidiary is a party or to which ARC or such Subsidiary, or any of its properties or assets, may be subject or by which ARC or such Subsidiary is bound, except for such violations or defaults which would not result in a Material Adverse Effect on ARC.

- (ii) Neither the execution and delivery of this Agreement by ARC nor the consummation of the Arrangement and the Transactions nor compliance by ARC with any of the provisions hereof 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 Lien upon any of the properties or assets of ARC or any Subsidiary of ARC or cause any ARC Existing Indebtedness to come due before its stated maturity or cause any credit to cease to be available or give rise to any additional payment obligation on the part of ARC in excess of *[limit redacted]*, individually or in the aggregate, under any of the terms, conditions or provisions of (1) its Constating Documents, or (2) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, Lien, Contract or other instrument or obligation to which ARC or any Subsidiary of ARC is party or to which ARC or any Subsidiary of ARC, or any of its properties or assets, may be subject or by which ARC or any Subsidiary of ARC is bound; (B) subject to compliance with the statutes and regulations referred to below, violate any Laws, judgment, ruling, Order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to ARC, or any Subsidiary of ARC or any of its or their properties or assets (except, in the case of each of clauses (A) and (B) above, for such violations, conflicts, breaches, defaults, terminations, accelerations or creations of Liens which, or any consents, approvals or notices which if not given or received, would not result in a Material Adverse Effect on ARC or significantly impede the ability of ARC to consummate the Arrangement); (C) cause the suspension or revocation of any authorization, consent, approval or license currently in effect which would result in a Material Adverse Effect on ARC; or (D) following the Effective Time, restrict ARC or any Subsidiary of ARC from carrying on its business as it is presently carried on in the ordinary course or as is customary in the oil and gas industry.
 - (iii) Other than in connection with or in compliance with the provisions of applicable Canadian Securities Laws, U.S. Securities Laws, the ABCA, the Key Regulatory Approvals, the terms of the Interim Order and the Final Order in respect of the Arrangement and the filing of the Articles of Arrangement, (A) there is no legal impediment to ARC's consummation of the Arrangement, and (B) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is required of ARC 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 result in a Material Adverse Effect on ARC or significantly impede the ability of ARC to consummate the Arrangement.
- (e) Ownership of Subsidiaries; Joint Ventures.
 - (i) ARC is, except pursuant to restrictions on transfer contained in the applicable Constating Documents, the sole legal and beneficial direct or indirect owner of all

Subsidiaries of ARC, with good title thereto free and clear of any and all Liens, except for Permitted Liens. Other than as set out in the applicable Constatting Documents, 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 in any of ARC's Material Subsidiaries or in respect of any such Liens. All of the outstanding shares of capital stock and other ownership interests in the Subsidiaries of ARC are validly issued, fully paid and non-assessable and are not subject to, nor were they issued in violation of, any preemptive rights.

- (ii) Neither ARC nor any Subsidiary of ARC 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 ARC or any Subsidiary of ARC, 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 which includes carry, promote, royalty or similar arrangements or by which it agrees to share any material revenue or profit with any other Person.
- (f) Litigation. Except as disclosed in Schedule C(f) of the ARC Disclosure Letter, there are no actions, claims, suits, proceedings or investigations by Governmental Entities or other Persons pending or, to the knowledge of ARC, threatened, affecting or that would reasonably be expected to affect ARC or its Subsidiaries, or affecting or that would reasonably be expected to affect any of its or their property or assets at Law or equity or before or by any court, tribunal or Governmental Entity which action, claim, suit, proceeding or investigation involves a possibility of any judgment against or liability of ARC or its Subsidiaries which, if successful, could reasonably be expected to result in a Material Adverse Effect on ARC or would significantly impede the ability of ARC to consummate the Arrangement. None of ARC or its Subsidiaries are subject to any outstanding Order, writ, injunction or decree that has had or could reasonably be expected to result in a Material Adverse Effect on ARC or would significantly impede the ability of ARC to consummate the Arrangement.
- (g) Capitalization of ARC. The authorized share capital of ARC consists of an unlimited number of ARC Shares and 50,000,000 preferred shares issuable in series. As of the date hereof, there are 566,242,661 ARC Shares issued and outstanding and up to 266,934 ARC Shares issuable upon the exercise of ARC Options, and there are no other shares of any class or series outstanding. Except as set forth above, and other than ARC Shares issuable pursuant to the ARC LTRSA's and the ARC Options issued or issuable in accordance with the ARC LTRSA Plan and the ARC Option Plan, as applicable, there are no issued, outstanding or authorized options, restricted share unit awards, restricted share awards, appreciation rights, phantom shares, profit participation rights, warrants or other rights, shareholder rights plans, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by ARC of any shares of ARC or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of ARC. All outstanding ARC Shares have been duly authorized and

validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights, and all ARC Shares issuable upon the exercise or settlement, as applicable of outstanding ARC Options in accordance with their respective terms will be duly authorized and validly issued as fully paid and non-assessable and will not be subject to or issued in violation of any pre-emptive rights.

- (h) ARC Incentive Plans. ARC has made available to Parent true, complete and correct copies of each ARC Incentive Plan and the forms of all award agreements evidencing ARC Incentive Awards and other than as set out in Schedule C(h) of the ARC Disclosure Letter, there are no other security or security-based incentive plans, including, without limitation, any plans to grant options, conditional stock awards, restricted stock awards, phantom stocks, stock appreciation or other right to acquire ARC Shares, applicable to the ARC Employees, former employees, directors or officers of ARC or any of the Subsidiaries of ARC, individuals working on contract with ARC or any of the Subsidiaries of ARC or other individuals providing services to ARC or any of the Subsidiaries of ARC, and no commitments have been made to introduce such plans. Each ARC Incentive Award was issued in compliance in all material respects with applicable Law.
- (i) Reporting Issuer Status. ARC is a reporting issuer in all provinces and territories of Canada and is in material compliance with all applicable Canadian Securities Laws therein. The ARC Shares are listed and posted for trading on the TSX, and ARC is in material compliance with the applicable rules of the TSX.
- (j) U.S. Securities Law Matters.
 - (i) There is no class of securities of ARC registered or required to be registered under section 12 of the U.S. Exchange Act, nor does ARC have a reporting obligation under section 13(d) or 15 of the U.S. Exchange Act.
 - (ii) ARC is a “foreign private issuer” within the meaning of Rule 3b-4(c) under the U.S. Exchange Act.
 - (iii) ARC is not registered or required to be registered as an “investment company” under *the United States Investment Company Act of 1940*.
 - (iv) ARC is not, has not previously been and on the Effective Date will not be, a “shell company” (as defined in Rule 405 under the U.S. Securities Act).
- (k) Shareholder or Similar Agreements. None of ARC nor its Subsidiaries are party to any shareholder, pooling, voting trust or other similar agreement or arrangement relating to the issued and outstanding ARC Shares or other equity or voting securities in the capital of

ARC or any such Subsidiary. Prior to the Effective Time, ARC will not implement any additional shareholder rights plan that applies to the Arrangement.

- (l) Dividends. There are no dividends declared or other distributions or payments in respect of the ARC Shares that are unpaid or due to be paid.
- (m) Books and Records. The corporate records and minute books of ARC and each Subsidiary of ARC have been maintained substantially in accordance with all applicable Laws and are complete and accurate in all material respects. The minute books of ARC and each Subsidiary of ARC, which have been made available to Parent prior to the date hereof, are complete and accurate in all material respects.
- (n) Reports. The ARC Public Documents, as of their respective dates or if amended, as of the date of such amendment, 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 in which they were made, not misleading and complied in all material respects with all applicable Laws.
- (o) No Orders. No Order, ruling or determination having the effect of suspending the sale of, or ceasing the trading of, the ARC Shares or any other securities of ARC has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted, are pending or, to the knowledge of ARC, are contemplated or threatened under any applicable Laws or by any other Governmental Entity.
- (p) Financial Statements. The audited consolidated financial statements of ARC as at and for the years ended December 31, 2025 and 2024 (collectively, the “**ARC Financial Statements**”) and any interim or annual financial statements filed by or on behalf of ARC on and after the date hereof with any securities regulatory authorities in compliance, or intended compliance, with any applicable Securities Laws were prepared in accordance with IFRS (except (i) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of ARC’s independent auditor, or (ii) in the case of unaudited interim statements, to the extent they are subject to normal year-end adjustments), and present, fairly in accordance with IFRS, the consolidated financial position, results of operations and changes in financial position of ARC and its Subsidiaries 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 ARC’s accounting policies, except as described in the notes to the ARC Financial Statements, since January 1, 2026. A true and complete copy of the ARC Financial Statements have been filed by or on behalf of ARC, 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.
- (q) Internal Controls; Disclosure Controls. The ARC Board maintains a system of internal financial and accounting controls to permit the preparation of returns and reports by ARC and members of its group, which are complete and accurate in all material respects, to regulatory bodies as and when required by them, and the preparation of individual and

consolidated financial statements for external purposes in accordance with IFRS and in compliance with NI 52-109 and Rule 13a-15 under the U.S. Exchange Act. ARC 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 ARC 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, 2025 at a reasonable assurance level.

- (r) Absence of Undisclosed Liabilities. ARC has no liabilities that are required by IFRS to be set forth on a consolidated balance sheet of ARC, other than:
 - (i) those set forth or adequately provided for in the ARC Financial Statements;
 - (ii) those incurred in the ordinary course in accordance with good industry practice since the date of the most recent ARC Financial Statements;
 - (iii) those incurred in connection with the execution of this Agreement or the Transactions or expressly permitted hereunder; and
 - (iv) those that would not result in, individually or in the aggregate, a Material Adverse Effect on ARC.
- (s) Long-Term and Derivative Transactions. ARC has no material obligations or liabilities, direct or indirect, vested or contingent in respect of any rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate transactions, foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, production sales transactions having terms greater than ninety (90) days or any other similar transactions (including any option with respect to any of such transactions) or any combination of such transactions, except as were entered into for *bona fide* hedging purposes, speculative proprietary trading purposes or in the ordinary course in accordance with good industry practice.
- (t) No Material Adverse Effect. Except for the Arrangement or any action taken in accordance with this Agreement, since December 31, 2025: (i) ARC and its 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 ARC and its Subsidiaries (taken as a whole) has been incurred other than in the ordinary course in accordance with applicable Law and good industry practice; (iii) there has not been any Material Adverse Effect in respect of ARC and its Subsidiaries (taken as a whole); and (iv) there have been no material facts,

transactions, events or occurrences which would have a Material Adverse Effect on ARC and its Subsidiaries (taken as a whole).

(u) Tax Matters.

- (i) All material Tax Returns required to be filed by or on behalf of ARC and its Subsidiaries have been duly filed on a timely basis (taking into account applicable extensions of time to file) and such Tax Returns were (when prepared) and remain true, complete and correct in all material respects. All Taxes shown to be payable on such Tax Returns or on subsequent assessments with respect thereto have been paid in full on a timely basis, and, other than Taxes being contested in good faith and for which adequate reserves in accordance with IFRS have been established, no amount of Taxes or amounts in respect of Taxes are payable by ARC or its Subsidiaries with respect to items or periods covered by such Tax Returns or otherwise that would result in a Material Adverse Effect on ARC if such amounts were paid.
- (ii) No deficiencies exist or have been asserted with respect to Taxes of ARC and its Subsidiaries that would have a Material Adverse Effect on ARC. None of ARC nor its Subsidiaries is a party to any action or proceeding for assessment or collection of Taxes that would have a Material Adverse Effect on ARC, nor, to the knowledge of ARC, has such an event been asserted or threatened against ARC or its Subsidiaries or any of their respective assets that would have a Material Adverse Effect on ARC.
- (iii) ARC and its Subsidiaries have paid or have withheld and remitted to the appropriate Governmental Entity 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 ARC.
- (iv) Except for the ordinary course sales and other tax election forms and routine annual returns filed in certain U.S. states the specifics of which are identified in Schedule C(u)(iv) of the ARC Disclosure Letter, none of ARC nor its Subsidiaries has filed, or has been required or is currently required to file, any Tax Returns with any Governmental Entity outside of their respective jurisdictions of incorporation, and no claims have ever been made by a Governmental Entity that ARC or any Subsidiary of ARC is or may be subject to Tax in a jurisdiction where it does not file Tax Returns.
- (v) The books and records of ARC 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 ARC and

its Subsidiaries have been accurately and completely recorded, in all material respects in the books and records of ARC.

- (vi) ARC is a “Canadian corporation” as defined in the Tax Act.
 - (vii) Except as set out in Schedule C(u)(vii) of the ARC Disclosure Letter, neither ARC nor any Subsidiary of ARC 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 ARC and any Subsidiary of ARC is the common parent and the only members of which are ARC and its Subsidiaries), as a transferee or successor, by Contract or otherwise by operation of Law.
 - (viii) ARC and its Subsidiaries have complied in all material respect with the transfer pricing provisions of each applicable Law relating to Taxes, including the contemporaneous documents and disclosure requirements thereunder.
 - (ix) Neither ARC nor any Subsidiary of ARC 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).
 - (x) Neither ARC nor any of its Subsidiaries is or was a “surrogate foreign corporation” within the meaning of section 7874(a)(2)(B) of the U.S. Tax Code or is treated as a U.S. corporation under section 7874(b) of the U.S. Tax Code.
- (v) Environmental.
- (i) There have not occurred any material spills, emissions or pollution on any property of ARC or any Subsidiary of ARC or as a result of their respective operations that have not been remediated in compliance with Environmental Laws, nor has ARC or any Subsidiary of ARC 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 ARC and its Subsidiaries (taken as a whole). All operations of ARC and its Subsidiaries 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 ARC.

To the knowledge of ARC, neither ARC nor any of its Subsidiaries is subject to:

- (A) 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
- (B) any demand or notice with respect to the breach of any Environmental Laws applicable to ARC or any Subsidiary of ARC, including any regulations respecting the use, storage, treatment, transportation, or disposition of any Hazardous Substances,

and there are no circumstances which could reasonably be expected to result in any of (i) or (ii), in each case which would reasonably be expected to have a Material Adverse Effect on ARC and its Subsidiaries (taken as a whole).

- (ii) In the ordinary course in accordance with good industry practice, ARC periodically reviews the effect of Environmental Laws on various business, operations and properties of ARC or any Subsidiary of ARC, in the course of which it identifies and evaluates associated costs and liabilities (including any capital or operating expenditures required for cleanup, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, ARC has reasonably concluded that such associated costs and liabilities would not result in a Material Adverse Effect on ARC.

(w) Indigenous Matters.

- (i) Schedule C(w)(i) of the ARC Disclosure Letter sets out a list of all Contracts directly with Indigenous communities (and for certainty, does not include Contracts with Indigenous owned businesses, contractors and suppliers) to which any of ARC or any Subsidiary of ARC is a party (“**Indigenous Group Contracts**”). Other than the Indigenous Group Contracts or any routine or preliminary conversations in the ordinary course of business, neither ARC nor any Subsidiary of ARC nor any person acting on behalf of ARC or any Subsidiary of ARC 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 ARC nor any Subsidiary of ARC is in default under any Indigenous Group Contract.
- (ii) No dispute exists or, to the knowledge of ARC, is threatened between an Indigenous community group and ARC or any Subsidiary of ARC with respect to the oil and gas properties of ARC or any Subsidiary of ARC or the operations of ARC or any Subsidiary of ARC of its business which has had, or is reasonably likely to give rise to, a Material Adverse Effect.

(x) ARC Material Contracts.

- (i) Other than this Agreement or as permitted pursuant to this Agreement, ARC has not entered into any Contracts which are required to be filed by ARC under National Instrument 51-102 – *Continuous Disclosure Obligations*, except for those agreements which have been so filed by ARC.
- (ii) Other than the Contracts set forth in paragraph (x)(i) above, Schedule C(x)(ii) of the ARC Disclosure Letter sets forth a true and complete list, and, other than as disclosed in Schedule C(x)(ii) of the ARC Disclosure Letter, ARC has made available to Parent true and complete copies (including all material amendments, modifications, extensions or renewals with respect thereto), of each of the following Contracts to which ARC or any Subsidiary of ARC is a party or bound as of the date of this Agreement:
 - (A) each Contract containing any area of mutual interest, joint bidding area, joint acquisition area, or non-compete or similar type of provision that materially restricts the ability of ARC or any of its Subsidiaries (including ARC and its Subsidiaries following the Effective Time) or which would, following the Effective Time, materially restrict Parent or any of its Subsidiaries 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 ARC or any Subsidiary of ARC (whether incurred, assumed, guaranteed or secured by any asset) in excess of *[limit redacted]*, other than agreements solely between or among ARC and any Subsidiary of ARC;
 - (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 ARC or any Subsidiary of ARC for which the aggregate consideration (or the fair market value of such consideration, if non-cash) payable to or from ARC or such Subsidiary of ARC 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 in accordance with good industry practice;
 - (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:
 - (i) with respect to hydrocarbons, aggregate notional quantities of bitumen in excess of *[limit redacted]* (calculated over any monthly period) or

aggregate notional quantities of liquid hydrocarbons in excess of *[limit redacted]* (calculated over any monthly period); (ii) with respect to interest rates, aggregate notional amounts in excess of *[limit redacted]* (or the equivalent in any other currency); or (iii) 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 does not materially amend such ISDA;

- (E) each Contract, other than such Contracts entered in the ordinary course of business, relating to the acquisition of or sale of any business, a material amount of shares or assets or any real property for consideration exceeding *[limit redacted]* individually and under which ARC or any Subsidiary of ARC has any continuing or contingent liability or obligation;
- (F) each partnership, shareholder, joint venture, limited liability company agreement or other joint ownership agreement where ARC or any Subsidiary's interest is valued in excess of *[limit redacted]*, other than with respect to arrangements exclusively between ARC and any Subsidiary of ARC and other than any customary joint operating agreements or units agreements affecting the oil and gas properties of ARC or any Subsidiary of ARC;
- (G) each joint development agreement, exploration agreement, participation, farmout, farm-in or program agreement or similar Contract requiring ARC or any Subsidiary of ARC 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 ARC or such Subsidiary of ARC) following the date of this Agreement, other than customary joint operating agreements and exploration and development obligations under oil and gas leases;
- (H) 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 ARC or any Subsidiary of ARC is subject, and, in each case, is material to the business of ARC and its Subsidiaries, taken as a whole, in each case other than those contained in (i) any agreement in which such provision is solely for the benefit of ARC or Subsidiary of ARC, (ii) customary royalty pricing provisions in oil and gas leases or (iii) customary preferential rights in joint operating agreements or unit agreements affecting the business or the oil and gas properties of ARC or any Subsidiary of ARC;
- (I) any acquisition or divestiture Contract that contains "earn out" or other contingent payment obligations, deferred consideration obligations, or remaining indemnity or similar obligations (other than (i) asset retirement obligations or plugging and abandonment obligations set forth in the ARC

Reserves Report or (ii) customary indemnity obligations with respect to the post-closing ownership and operation of acquired assets), that would reasonably be expected to result in (A) 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 (B) 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 date of this Agreement;

- (J) any Contract (other than any other Contract otherwise covered by this subparagraph (x)(ii)) that creates future payment obligations (including settlement agreements, Contracts that require any capital contributions to, or investments in, any Person, or carry or promote or similar arrangements or minimum work obligations) of ARC or any Subsidiary of ARC outside the ordinary course of business in accordance with good industry practice, 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 ARC or any Subsidiary of ARC), or creates or would create a Lien on any material asset or property of ARC or any Subsidiary of ARC;
 - (K) any Contract that provides for midstream services to, or the sale by, ARC or any Subsidiary of ARC of hydrocarbons for a term greater than or equal to five (5) years and does not allow ARC or such Subsidiary of ARC to terminate it without penalty to ARC or such Subsidiary of ARC within ninety (90) days;
 - (L) 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 ARC or any Subsidiary of ARC’s oil and gas properties other than in the ordinary course of business, 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; or
 - (M) any Contract that is a definitive Collective Agreement governing the terms and conditions of employment with any employees of ARC or its Subsidiaries.
- (iii) Neither ARC nor any Subsidiary of ARC is in breach of, or default under the terms of, and, to the knowledge of ARC, no other party to any ARC Material Contract is

in breach of, or default under the terms of, any ARC Material Contract, nor is any event of default (or similar term) continuing under any ARC Material Contract, and, to the knowledge of ARC, 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 ARC 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 ARC.

- (y) Real Property Title. ARC and each Subsidiary of ARC has 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 ARC and each Subsidiary of ARC, 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 ARC. ARC does not have any knowledge nor is it aware of any defects, failures or impairments in the title of ARC or any Subsidiary of ARC 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 ARC.

- (z) No Defaults under Leases and Agreements.

- (i) Neither ARC nor any Subsidiary of ARC 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 ARC or any Subsidiary of ARC is a party or by or to which ARC or any Subsidiary of ARC 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 ARC.

- (ii) To the knowledge of ARC:

- (A) ARC and each Subsidiary of ARC 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 ARC, 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 ARC.

- (aa) Non-Arm's Length Transactions. Neither ARC nor any Subsidiary of ARC 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 ARC or any Subsidiary of ARC, as applicable.
- (bb) No Encumbrances. Neither ARC nor any Subsidiary of ARC has encumbered or alienated their interests in their respective assets or agreed to do so and their assets are free and clear of all Liens except for Permitted Liens and such Liens as are disclosed in any governmental registry or arising in the ordinary course in accordance with good industry practice or are not material in the aggregate.
- (cc) Ownership of Material Property. ARC and each Subsidiary of ARC has 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 Liens and other material adverse claims known to ARC, other than such Liens as are disclosed in any governmental registry or arising in the ordinary course of business in accordance with good industry practice or are not material in the aggregate. Subject to the terms, covenants, conditions and stipulations in ARC's title and operating documents, ARC is entitled to hold and enjoy its assets without lawful interruption by any Person claiming by, through or under ARC, except as would not, individually or in the aggregate, have a Material Adverse Effect on ARC.
- (dd) Hedging Transactions.
 - (i) Neither ARC nor any Subsidiary of ARC has 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 in accordance with good industry practice consistent with past practice and as permitted under ARC's corporate policies.
 - (ii) All derivative or Hedging Transactions entered into by ARC and any Subsidiary of ARC have been entered into solely for the purpose of hedging an identified underlying exposure arising in the ordinary course of business, and not for speculative purposes, and that such derivatives are, and have been promptly adjusted or terminated so as to remain, commensurate with the nature, amount and duration of the relevant underlying exposure.
- (ee) 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 material rights, title, interests, property, licenses or assets of ARC or any Subsidiary of ARC 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 ARC.
- (ff) 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 ARC and its Subsidiaries 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 ARC.

- (gg) Reserves. A true and complete copy of the ARC Reserves Report has been provided to Parent. ARC cooperated with GLJ in the preparation of the ARC Reserves Report, which has been accepted and approved by the Reserves Committee and the ARC Board. ARC has made available to GLJ prior to the issuance of the ARC Reserves Report for the purpose of preparing such report, all information within ARC's power or possession requested by GLJ, which information did not to ARC's knowledge, at the time such information was provided, contain any misrepresentation and ARC 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 on ARC. ARC believes that the ARC Reserves Report reasonably presents the estimated quantity and pre-tax net present values of the oil and natural gas reserves associated with ARC's properties evaluated in such report as at December 31, 2025, based upon information available at the time such reserves information was prepared, and ARC believes that at the date of such report, the ARC 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.
- (hh) Authorizations. ARC and its Subsidiaries have obtained and are in compliance with all Authorizations of or from any Governmental Entity necessary to conduct its businesses as they are now being or are proposed to be conducted, other than such Authorizations the absence of which would not, individually or in the aggregate, result in a Material Adverse Effect on ARC.
- (ii) Federal Pipelines. Except as disclosed in Schedule C(ii) of the ARC Disclosure Letter, ARC does not own any federally regulated pipelines or other federally regulated undertakings.
- (jj) Employee Matters.
 - (i) There are no Collective Agreements covering ARC Employees that are in effect as of the date hereof.
 - (ii) Except as otherwise disclosed:
 - (A) there is no (and has not been in the past three (3) years any) pending or threatened (A) unfair labor practice charge, labor arbitration, grievance, strike, slowdown, work stoppage, lockout, job action, picketing, labor dispute, question concerning labor representation, union organizing activity, or any similar activity or dispute, affecting ARC, any Subsidiary of ARC or any ARC Employees, or (B) unfair labor practice charge, labor arbitration, grievance, strike, slowdown, work stoppage, lockout, job action,

picketing, labor dispute, question regarding labor representation or union organizing activity, or any similar activity or dispute;

- (B) ARC and each Subsidiary of ARC is, and has at all relevant times been, in material compliance with all applicable Laws related to labor or employment, including terms and conditions of employment, employment practices, pensions obligations, wages and hours, collective bargaining, worker classification (including the proper classification of workers as independent contractors and of employees as exempt or non-exempt), background checks, privacy rights, human rights, labor relations, immigration and health and safety; and
- (C) neither ARC nor any of its Subsidiaries is subject to any current, pending or, to the knowledge of ARC, threatened claims, suits, actions, investigations, examinations or proceedings against or otherwise involving ARC, for wrongful dismissal, constructive dismissal or any other claim relating to employment or termination of employment of employees or independent contractors, or under any applicable Law with respect to employment and labor.

(kk) Employee Benefit Plans.

- (i) ARC had made available to Parent true, complete and correct copies of each Benefit Plan.
- (ii) Except as otherwise disclosed to Parent or set forth in the ARC Disclosure Letter:
 - (A) each Benefit Plan, including any Benefit Plan which is established and governed under U.S. Law, and each Statutory Plan contributed to, funded by or binding upon ARC or any of the Subsidiaries of ARC has been maintained, administered and funded in compliance with its terms and in accordance with applicable Laws;
 - (B) no Benefit Plan provides post-termination or retiree benefits, other than coverage mandated by applicable Law (including, pursuant to the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985 and similar state and local laws);
 - (C) all contributions, premiums and other amounts required to be collected and remitted or paid by ARC or any of the Subsidiaries of ARC under each Benefit Plan and each Statutory Plan contributed to, funded or binding upon ARC or any of the Subsidiaries of ARC have been timely made in accordance with its terms and all applicable Laws and all obligations in respect of Benefit Plans have been properly accrued and are accurately reflected in the ARC Financial Statements;

- (D) to the knowledge of ARC, there are no (and for the past three (3) years have been no) current, pending, threatened or anticipated claims, suits, actions, investigations, examinations or proceedings against or otherwise involving (i) any of the Benefit Plans (excluding claims for benefits incurred in the ordinary course of such Benefit Plan activities), or (ii) the participation of ARC or any of its Subsidiaries in any Statutory Plan;
- (E) each Benefit Plan that is required or intended to be qualified under applicable Law (including, without limitation, section 401(a) of the U.S. Tax Code) is so qualified;
- (F) to the knowledge of ARC, no fact or circumstance exists that could adversely affect the tax-preferred or tax-exempt status of any Benefit Plan;
- (G) there are no defined pension Benefit Plans of ARC, any Subsidiary of ARC, or any of their affiliates. Without limiting the foregoing, no Benefit Plan is subject to Title IV of ERISA, section 302 of ERISA or section 412 of the U.S. Tax Code and there is no other defined benefit pension plan which is established and governed under U.S. Law with respect to which ARC, any Subsidiary of ARC or any of their respective ERISA Affiliates contributes, or has or could reasonably be expected to have any direct or indirect liability (contingent or otherwise) (each, a “U.S. ARC Pension Plan”) and with respect to each U.S. ARC Pension Plan, except as would not have a Material Adverse Effect on ARC, (i) no such U.S. ARC Pension Plan has failed to meet minimum funding standards set forth in sections 412 and 430 of the U.S. Tax Code or sections 302 and 303 of ERISA, (ii) no such U.S. ARC Pension Plan has been determined to be in “at-risk” status, within the meaning of section 430 of the U.S. Tax Code or section 303 or Title IV of ERISA, (iii) no unsatisfied liability to the U.S. Pension Benefit Guaranty Corporation (the “PBGC”) has been incurred (other than for non-delinquent premiums), (iv) there has been no “reportable event” within the meaning of section 4043 of ERISA for which ARC has failed to timely report to the PBGC, (v) no notice of intent to terminate such U.S. ARC Pension Plan has been filed with the PBGC, (vi) no amendment terminating such U.S. ARC Pension Plan has been adopted, (viii) no proceedings to terminate such U.S. ARC Pension Plan instituted by the PBGC are pending or, to the knowledge of ARC, threatened, no event or condition has occurred which would reasonably be expected to constitute grounds under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, such U.S. ARC Pension Plan, and (ix) no Lien has arisen or would reasonably be expected to arise pursuant to section 430(k) of the U.S. Tax Code with respect to such U.S. ARC Pension Plan;
- (H) neither ARC nor any of its Subsidiaries are obligated to provide, for the gross-up, indemnification or reimbursement of any Taxes required by applicable Law (including, pursuant to section 4999 of the U.S. Tax Code

or section 409A of the U.S. Tax Code) for any ARC Employees or other current or former individual service providers of ARC or any of its Subsidiaries;

- (I) all material data necessary to administer the Benefit Plans is in the possession or control of ARC or its agents (or the trustees or administrators of any relevant Benefit Plan);
- (J) the execution and delivery of this Agreement or the consummation of the Transactions will not (alone or in combination with any other event): (i) result in, cause the accelerated vesting of, funding or delivery of, or increase the amount or value of, any payment or benefit to any current or former employee, officer, director or individual independent contractor of ARC; provided, however, that vesting will be accelerated under all ARC Incentive Plans to the extent not already vested (except for ARC RSUs and ARC PSUs held by Continuing Individuals), the ARC Board approved a performance multiplier to be applied to ARC PSUs as disclosed in Schedule 2.15(b) of the ARC Disclosure Letter, and all ARC Incentive Plan benefits will be paid out at the Effective Time for Departing Individuals; (ii) limit the right of ARC to amend, merge, terminate or receive a reversion of assets from any Benefit Plan or related trust; or (iii) result in any payment that, individually or in combination with any other such payment, would reasonably be expected to constitute an “excess parachute payment” (as defined in section 280G(b)(1) of the U.S. Tax Code, whether or not subject to such Law);
- (K) none of ARC, any of its Subsidiaries, any ERISA Affiliate of ARC or a Subsidiary of ARC, maintains, contributes to, or participates in, or has ever during the past six (6) years maintained, contributed to, or participated in, or has any obligation or liability with respect to a single employer plan or other pension plan that is subject to Title IV of ERISA or section 302 of ERISA or section 412 of the U.S. Tax Code, a “multiple employer welfare arrangement” (as defined in, and which is subject to, section 3(40) of ERISA), a “multiple employer plan” (as defined in, and which is subject to, section 413(c) of the U.S. Tax Code) or a “multiemployer plan” (as defined in, and which is subject to, section 3(37) of ERISA);
- (L) there are no unfunded liabilities in respect of any Benefit Plan which provides pension benefits, superannuation benefits or retirement savings, including any “registered pension plans” as that term is defined in the Tax Act, or any supplemental pension plans (including going concern unfunded liabilities, solvency deficiencies or wind-up deficiencies, where applicable) in each case, where any such Benefit Plan is established and governed under Canadian law; and
- (M) no Benefit Plan: (i) is a self-insured arrangement; (ii) is a defined benefit pension plan; (iii) is a “multi-employer plan”, a “registered retirement

savings plan” or a “retirement compensation arrangement” as such terms are defined in the Tax Act; or (iv) is an unregistered or unfunded pension plan, in each case, where any such Benefit Plan is established and governed under Canadian law.

- (ll) Insurance. Policies of insurance are in force naming ARC (or one of its Subsidiaries) as an insured that adequately cover all risks as are customarily covered by oil and gas producers and distributors in the industry in which ARC 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 ARC.
- (mm) Compliance with Laws. ARC and each Subsidiary of ARC 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 ARC.
- (nn) Possession of Intellectual Property. Except for such of the following as would not have a Material Adverse Effect on ARC:
 - (i) (A) ARC and its Subsidiaries (y) solely and exclusively own all right, title, and interest in and to all Intellectual Property that ARC and its Subsidiaries own or purport to own (the “**ARC Owned Intellectual Property**”), free and clear of all Liens other than Permitted Liens and (z) possess adequate and valid rights in and to all other Intellectual Property necessary to carry on the business of ARC and its Subsidiaries as now operated and as contemplated to be operated immediately following the closing of the Arrangement; (B) neither ARC nor any of its Subsidiaries has received any written notice or claim challenging the validity of, use of or ownership of the ARC Owned Intellectual Property; and (C) to the knowledge of ARC, there are no facts upon which such a challenge could reasonably be made; and
 - (ii) (A) to the knowledge of ARC, no third party is infringing, misappropriating, diluting or otherwise violating the ARC Owned Intellectual Property, and since January 31, 2022, neither ARC nor any of its Subsidiaries has made any written claims alleging any such infringement, misappropriation, dilution or violation, (B) to the knowledge of ARC, neither ARC nor any of its Subsidiaries, or the conduct of the business of ARC and its Subsidiaries, is infringing, misappropriating, diluting or violating, or since January 31, 2022, has infringed, misappropriated, diluted or violated, any Intellectual Property of any third party, and (C) since January 31, 2022, neither ARC nor any of its Subsidiaries has received any written notice, and there is no claim or proceeding pending against, or, to ARC’s knowledge, threatened against, any of them, alleging that the conduct of the business of ARC and its Subsidiaries infringes, misappropriates, dilutes or violates the Intellectual Property of any third party, and to the knowledge of ARC there are no facts upon which such allegations could reasonably be made.

(oo) Information Technology.

- (i) ARC and its Subsidiaries maintain commercially reasonable data back-up procedures and data recovery procedures and tools to safeguard against loss or corruption of business or customer data in the event of a failure of the Information Technology owned, licensed, used or held for use by ARC and its Subsidiaries as is reasonably necessary to carry on its business in all material respects as currently conducted (collectively, the “**ARC Corporate IT**”); adequate and sufficient disaster recovery plans are in place, in the event of a failure of the ARC Corporate IT;
- (ii) the ARC Corporate IT is in good working condition and adequate and sufficient, in all material respects (including with respect to the number of software license seats required in connection therewith), for the operations of ARC as currently conducted and as contemplated to be operated immediately following the closing of the Arrangement;
- (iii) ARC’s ownership interest, license and rights of use in and to the ARC Corporate IT are, and shall remain, in force and effect and shall not be amended, cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement other than as would not individually or in the aggregate have, or would be expected to have, a Material Adverse Effect on ARC; and
- (iv) ARC and its Subsidiaries use commercially reasonable efforts to preserve and maintain the performance, security and integrity of the ARC Corporate IT and to protect the ARC Corporate IT and the data stored or processed therein from any unauthorized use, access, interruption, or modification, or any failures or breakdowns, and there have been no such unauthorized use, access, interruption or modification of any of, or any failures or breakdowns, or Breach of Security Safeguards relating thereto.

(pp) Privacy Laws.

- (i) ARC and its Subsidiaries comply, and have been in compliance, with all applicable Privacy and Data Security Requirements. ARC and its Subsidiaries have the requisite authority, including notices and consents, required by Privacy and Data Security Requirements that have been given or obtained in accordance with such Privacy and Data Security Requirements and are sufficient for the continued conduct of the business after the Effective Time in substantially the same manner as conducted prior to the Effective Time;
- (ii) ARC and its Subsidiaries have implemented and adhered to all technical, administrative, physical and organizational measures appropriate to the sensitivity of the Personal Information Processed by ARC and its Subsidiaries, the security and integrity of Information Technology, and as otherwise required to comply with applicable Privacy and Data Security Requirements, including commercially reasonable corporate policies and procedures, training, auditing, vulnerability

testing, monitoring, cyber security and data security, and business continuity and disaster recovery plans and procedures, and has arranged for back-up data processing services adequate to meet its data processing needs, and such measures protect and maintain the confidential nature of any Personal Information Processed by ARC and its Subsidiaries, and protect against a Breach of Security Safeguards. ARC and its Subsidiaries have processes to ensure that Personal Information is not retained for longer than necessary in compliance with Privacy and Data Security Requirements;

- (iii) ARC nor any of its Subsidiaries have (i) had any Breaches of Security Safeguards; (ii) notified or been required to notify any Person or Governmental Entity of any Breach of Security Safeguards; or (iii) been adversely affected by a denial of-service or other attack designed to interrupt operations or interrupt access to Information Technology including ransomware attacks;
 - (iv) there have been no claims, Orders, notices, proceedings, complaints, investigations or undertakings by any Governmental Entity (including investigations and Orders issued by any privacy regulator) relating to ARC's or its Subsidiaries' compliance with Privacy and Data Security Requirements, the Processing of Personal Information by or on behalf of ARC or its Subsidiaries, a Breach of Security Safeguards, and there are no facts upon which such a claim, notice, proceeding, complaint, or investigation could be based;
 - (v) ARC and its Subsidiaries have entered into Contracts with all Persons: (A) with or to whom Personal Information has been transferred, shared or otherwise communicated; or (B) with access to ARC and/or its Subsidiaries' Information Technology, that are sufficient to meet the Privacy and Data Security Requirements, and neither ARC nor any of its Subsidiaries has knowledge of any material non-compliance by a Person with any such Contracts; and
 - (vi) ARC and its Subsidiaries have lawful authority for sending commercial electronic messages, installing computer programs or altering transmission data in compliance with Privacy and Data Security Requirements, and ARC and its Subsidiaries have retained accurate and complete information and records upon which to ground such lawful authority.
- (qq) Anti-Corruption, Anti-Money Laundering and Sanctions Laws.
- (i) to the knowledge of ARC, ARC, its Subsidiaries, its joint ventures, any director, officer employee, agent, representative, consultant or any other Person acting on behalf of ARC or its Subsidiaries has not violated Anti-Corruption Laws or directly or indirectly, (A) made, offered, paid, promised to pay, solicited, received, or authorized any contribution, payment or gift of funds or property or anything of value to or from any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or any official of any public international organization or any Person or (B) made any contribution to any candidate for public office, in either case, where either the payment or the purpose

of such contribution, payment, solicitation, promise, offer, receipt or gift was, is, or would be prohibited under Anti-Corruption Laws, in each case, other than non-compliance or violations which would, individually or in the aggregate, not have a Material Adverse Effect on ARC;

- (ii) to the knowledge of ARC, the operations of ARC, its Subsidiaries and its joint ventures are and have been conducted at all times in compliance with applicable Anti-Money Laundering Laws. To the knowledge of ARC, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving ARC or its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or threatened;
 - (iii) neither ARC, its Subsidiaries nor, to the knowledge of ARC, any director, officer, agent, employee or affiliate of ARC or its Subsidiaries has been a Sanctioned Person; and to ARC's knowledge, ARC and its Subsidiaries are not in, and have not been in, violation of any such Sanctions Laws, or conducting business directly or, to the knowledge of ARC, indirectly with any Person that is a Sanctioned Person;
 - (iv) neither ARC nor any of its Subsidiaries, joint ventures or affiliates are, or have been, organized, operating, or resident in, or have engaged in a transaction or dealing, directly with a Sanctioned Country except as otherwise permitted by applicable Laws;
 - (v) neither ARC nor its Subsidiaries are, nor have they been, the subject of any actual or, to the knowledge of ARC, threatened litigation, investigations, voluntary or directed disclosures to any government entity, whistleblower reports, or other issues in any way related to the Anti-Corruption Laws, Sanctions Laws, or Anti-Money Laundering Laws; and
 - (vi) ARC has maintained and enforced policies, procedures and internal controls designed to ensure compliance by ARC, its Subsidiaries, officers, directors, employees, agents, and representatives with Anti-Corruption Laws, Sanctions Laws, and Anti-Money Laundering Laws.
- (rr) Funds Available. ARC has, and will until the Effective Time have, sufficient funds available, or available under its credit facilities, to pay the ARC Termination Damages Payment and the ARC Expense Reimbursement Damages Payment pursuant to Section 8.3(e), as applicable.
- (ss) No "Collateral Benefit". To the knowledge of ARC, no related party of ARC (within the meaning of MI 61-101) together with its associated entities, beneficially owns or exercises control or direction over one percent (1%) or more of the outstanding ARC Shares, except

for related parties who will not receive a “collateral benefit” (within the meaning of MI 61-101) as a consequence of the transactions contemplated by this Agreement.

- (tt) Fairness Opinion. As of the date hereof, ARC has received the ARC Financial Advisor Opinion. It is expressly understood and agreed that each such opinion is solely for the benefit of the ARC Board and may not be relied upon by any other party for any purpose.
- (uu) Canadian Holdings. As of the date hereof, to the knowledge of ARC, no more than 60% of the ARC Shares are beneficially owned by residents of Canada.

SCHEDULE D
PARENT REPRESENTATIONS AND WARRANTIES

- (a) Organization and Qualification. Parent is a public limited company duly incorporated and validly existing and in good standing under the Laws of England and Wales and has the requisite corporate power and authority to own its assets and properties as now owned and to carry on its business as it is now being conducted. Parent is, and its Material Subsidiaries are, duly registered to do business and each is in good standing in each jurisdiction in which the character of its assets and properties, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not result in a Material Adverse Effect on Parent.
- (b) Authority Relative to this Agreement. Parent has the requisite corporate authority to enter into this Agreement and the agreements and other documents to be entered into by it hereunder and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the agreements and the other documents to be entered into by it, Shell Canada and AcquisitionCo hereunder and thereunder and the consummation of the transactions contemplated hereunder and thereunder have been duly authorized by the Parent Board. No other corporate approvals on the part of Parent are necessary to authorize the execution and delivery and performance of this Agreement, the Arrangement and the agreements and other documents to be entered into by it hereunder and the consummation by Parent of the Transactions. This Agreement has been duly executed and delivered by Parent and constitutes a legal, valid and binding obligation of Parent enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other 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. No vote of the shareholders of Parent is required in connection with this Agreement, the Arrangement or the Transactions or to carry out its, Shell Canada's and/or AcquisitionCo's obligations hereunder and thereunder.
- (c) No Conflict; Required Filings and Consent.
 - (i) The execution and delivery by Parent of this Agreement and the performance by it of its obligations pursuant to this Agreement and the completion of the Arrangement will not, subject to receipt of the Key Regulatory Approvals, violate, conflict with or result in a breach of:
 - (A) any provision of the Constatng Documents of Parent, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect on Parent;
 - (B) any Contract, indenture, deed of trust, mortgage, bond, instrument or Authorization to which Parent or any of its Subsidiaries is a party or by which Parent or any of its Subsidiaries is bound, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect on Parent; or

- (C) any Law to which Parent or any of its Subsidiaries is subject or by which Parent or any of its Subsidiaries is bound, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect on Parent.
- (ii) Other than the Key Regulatory Approvals, compliance with any applicable Securities Laws, stock exchange rules and policies, the Interim Order, the Final Order, and the filing of the Certificate of Arrangement and Articles of Arrangement, no Authorization of, or filing with, any Governmental Entity is necessary on the part of Parent or any of its Subsidiaries for the consummation by Parent of its obligations in connection with the Arrangement under this Agreement, except for such Authorizations and filings as to which the failure to obtain or make would not, individually or in the aggregate, result in a Material Adverse Effect on Parent.
- (d) Consideration Shares. The Parent Consideration Shares to be issued by Parent will, in all cases, when issued be duly and validly issued by Parent, fully paid and free of pre-emptive rights and other Liens (other than any Liens under the articles of association of the Parent or under applicable Law) and rank *pari passu* in all respects with the other Parent Shares in issue including with regard to the right to receive any dividends, distributions and other entitlements, made, paid or declared thereon which have a record date for payment that is after the Effective Time.
- (e) Litigation. There are no actions, claims, suits, proceedings or investigations by Governmental Entities or other Persons pending or, to the knowledge of Parent, threatened, affecting or that would reasonably be expected to affect Parent or its Subsidiaries, or affecting or that would reasonably be expected to affect any of its or their property or assets at Law or equity or before or by any court, tribunal or Governmental Entity which action, claim, suit, proceeding or investigation involves a possibility of any judgment against or liability of Parent or its Subsidiaries which, if successful, could reasonably be expected to result in a Material Adverse Effect on Parent or would significantly impede the ability of Parent to consummate the Arrangement. None of Parent or its Subsidiaries are subject to any outstanding Order, writ, injunction or decree that has had or could reasonably be expected to result in a Material Adverse Effect on Parent.
- (f) Capitalization of Parent and Listing. As of March 31, 2026, there are 5,638,556,417 Parent Shares issued and outstanding, including Parent Shares represented by Parent American Depositary Receipts, each such Parent American Depositary Receipt representing two (2) Parent Shares, and there are no other shares of any class or series outstanding. The Parent Shares are listed on the LSE. No securities commission, stock exchange or similar regulatory authority has issued any order which is currently outstanding preventing or suspending trading in any securities of Parent, no such proceeding is, to the knowledge of Parent, pending, contemplated or threatened and Parent is not, to its knowledge, in default of any requirement of any Securities Laws, rules or policies applicable to Parent or its

securities. No order prohibiting the sale or issuance of securities of Parent has been issued and is outstanding against Parent or its directors or officers.

- (g) Securities Laws. Parent is in compliance in all material respects with all applicable Securities Laws. The Parent Shares are admitted to listing in the equity shares (commercial companies) category of the Official List of the FCA and to trading on the LSE's main market for listed securities.
- (h) U.S. Securities Law Matters.
 - (i) Parent is a "foreign private issuer" within the meaning of Rule 3b-4(c) under the U.S. Exchange Act.
 - (ii) Parent is not registered or required to be registered as an "investment company" under *the United States Investment Company Act of 1940*.
 - (iii) Parent is not, has not previously been and on the Effective Date will not be, a "shell company" (as defined in Rule 405 under the U.S. Securities Act).
- (i) Reports. Parent has filed with all applicable Securities Authorities true and complete copies of the Parent Public Documents that Parent is required to file therewith. Parent Public Documents at the time filed: (a) 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 the light of the circumstances under which they were made, not misleading, and (b) complied in all material respects with the requirements of applicable Securities Laws.
- (j) No Orders. No Order, ruling or determination having the effect of suspending the sale of, or ceasing the trading of, the Parent Shares or any other securities of Parent has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted, are pending or, to the knowledge of Parent, are contemplated or threatened under any applicable Laws or by any other Governmental Entity.
- (k) Financial Statements. The audited consolidated financial statements of Parent as at and for the years ended December 31, 2025 and 2024 (collectively, the "**Parent Financial Statements**") and any interim or annual financial statements filed by or on behalf of Parent on and after the date hereof with any securities regulatory authorities in compliance, or intended compliance, with any applicable Securities Laws were prepared in accordance with IFRS (except (i) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of Parent's independent auditor, or (ii) in the case of unaudited interim statements, to the extent they are subject to normal year-end adjustments), and fairly present in all material respects the consolidated financial position, results of operations and changes in financial position of Parent and its Subsidiaries 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 Parent's accounting policies, except as described in the notes to the Parent Financial Statements, since January 1, 2026. A true and complete copy of the Parent Financial Statements have been filed by or on behalf of Parent, prior to

or concurrent with the execution and delivery of this Agreement in compliance with applicable Securities Laws.

- (l) Internal Controls; Disclosure Controls. The Parent Board maintains a system of internal financial and accounting controls to permit the preparation of returns and reports by Parent and members of its group, which are complete and accurate in all material respects, to regulatory bodies as and when required by them, and the preparation of individual and consolidated financial statements for external purposes in accordance with IFRS and the Companies Act. The Parent Board has designed such disclosure controls and procedures to ensure that information required to be disclosed by Parent is recorded, processed, summarised and reported in a timely manner, and in any event within the time period required by applicable Law.
- (m) Absence of Undisclosed Liabilities. Parent has no liabilities that are required by IFRS to be set forth on a consolidated balance sheet of Parent, other than:
 - (i) those set forth or adequately provided for in the Parent Financial Statements;
 - (ii) those incurred in the ordinary course in accordance with good industry practice since the date of the most recent Parent Financial Statements;
 - (iii) those disclosed in the Parent Public Documents filed prior to the date of this Agreement;
 - (iv) those incurred in connection with the execution of this Agreement or the Transactions or expressly permitted hereunder; and
 - (v) those that would not result in, individually or in the aggregate, a Material Adverse Effect on Parent.
- (n) No Material Adverse Effect. Since December 31, 2025, there has not been any Material Adverse Effect in respect of Parent and there have been no material facts, transactions, events or occurrences which would have, or are reasonably likely to give rise to, a Material Adverse Effect on Parent.
- (o) Compliance with Laws. Parent and each Subsidiary of Parent 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 Parent.
- (p) Anti-Corruption, Anti-Money Laundering and Sanctions Laws.
 - (i) to the knowledge of Parent, Parent, its Subsidiaries, its joint ventures, any director, officer, employee, agent, representative, consultant or any other Person acting on behalf of Parent or its Subsidiaries has not violated Anti-Corruption Laws or directly or indirectly (A) made, offered, paid, promised to pay, solicited, received, or authorized any contribution, payment or gift of funds or property or anything of value to or from any official, employee or agent of any governmental agency,

authority or instrumentality of any jurisdiction or any official of any public international organization or any Person; or (B) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment, solicitation, promise, offer, receipt, or gift was, is, or would be prohibited under Anti-Corruption Laws, in each case, other than non-compliance or violations which would, individually or in the aggregate, not have a Material Adverse Effect on Parent;

- (ii) to the knowledge of Parent, the operations of Parent, its Subsidiaries and its joint ventures are and have been conducted at all times in compliance with applicable Anti-Money Laundering Laws. To the knowledge of Parent, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Parent or its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or threatened;
 - (iii) neither Parent, its Subsidiaries nor, to the knowledge of Parent, any director, officer, agent, employee or affiliate of Parent or its Subsidiaries has been a Sanctioned Person; and, to Parent's knowledge, Parent and its Subsidiaries are not in, and have not been in, violation of any such Sanctions Laws, or conducting business directly or, to the knowledge of Parent, indirectly with any Person that is a Sanctioned Person;
 - (iv) neither Parent nor any of its Subsidiaries, joint ventures or affiliates are, or have been, organized, operating, or resident in, or have engaged in a transaction or dealing, directly or indirectly with a Sanctioned Country except as otherwise permitted by applicable Laws;
 - (v) neither Parent nor its Subsidiaries are, nor have they been, the subject of any actual, or to the knowledge of Parent, threatened litigation, investigations, voluntary or directed disclosures to any government entity, whistleblower reports, or other issues in any way related to the Anti-Corruption Laws, Sanctions Laws, or Anti-Money Laundering Laws; and
 - (vi) Parent has maintained and enforced policies, procedures and internal controls designed to ensure compliance by Parent, its Subsidiaries, officers, directors, employees, agents, and representatives with Anti-Corruption Laws, Sanctions Laws, and Anti-Money Laundering Laws.
- (q) Funds Available. Parent has, or has access to, sufficient funds to satisfy all payments to be made by Parent, Shell Canada and AcquisitionCo under this Agreement and all other costs and expenses in connection with the consummation of the Transactions.

SCHEDULE E
SHELL CANADA REPRESENTATIONS AND WARRANTIES

- (a) Organization and Qualification. Shell Canada is a corporation existing and in good standing under the Federal Laws of Canada and has the requisite corporate power and authority to own its assets and properties as now owned and to carry on its business as it is now being conducted. Shell Canada is duly registered to do business and is in good standing in each jurisdiction in which the character of its assets and properties, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not result in a Material Adverse Effect on Shell Canada.
- (b) Authority Relative to this Agreement. Shell Canada has the requisite corporate authority to enter into this Agreement and the agreements and other documents to be entered into by it hereunder and to carry out its obligations hereunder and thereunder. No other corporate approvals on the part of Shell Canada are necessary to authorize the execution and delivery and performance of this Agreement, the Arrangement and the agreements and other documents to be entered into by it hereunder and the consummation by Shell Canada of the Transactions. This Agreement has been duly executed and delivered by Shell Canada and constitutes a legal, valid and binding obligation of Shell Canada enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other 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) Capitalization. All of the issued and outstanding capital shares of Shell Canada are, and at the Effective Time will be, indirectly owned by Parent.
- (d) No Conflict; Required Filings and Consent.
 - (i) The execution and delivery by Shell Canada of this Agreement and the performance by it of its obligations pursuant to this Agreement and the completion of the Arrangement will not, subject to receipt of the Key Regulatory Approvals, violate, conflict with or result in a breach of:
 - (A) any provision of the Constatting Documents of Shell Canada, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect on Shell Canada;
 - (B) any Contract, indenture, deed of trust, mortgage, bond, instrument or Authorization to which Shell Canada is a party or by which Shell Canada is bound, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect on Shell Canada; or
 - (C) any Law to which Shell Canada or any of its Subsidiaries is subject or by which Shell Canada is bound, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect on Shell Canada.

- (ii) Other than the Key Regulatory Approvals, compliance with any applicable Securities Laws, stock exchange rules and policies, the Interim Order, the Final Order, and the filing of the Certificate of Arrangement and Articles of Arrangement, no Authorization of, or filing with, any Governmental Entity is necessary on the part of Shell Canada for the consummation by Shell Canada of its obligations in connection with the Arrangement under this Agreement, except for such Authorizations and filings as to which the failure to obtain or make would not, individually or in the aggregate, result in a Material Adverse Effect on Shell Canada.
- (e) Litigation. There are no actions, claims, suits, proceedings or investigations by Governmental Entities or other Persons pending or, to the knowledge of Shell Canada, threatened, affecting or that would reasonably be expected to affect Shell Canada, or affecting or that would reasonably be expected to affect any of its property or assets at Law or equity or before or by any court, tribunal or Governmental Entity which action, claim, suit, proceeding or investigation involves a possibility of any judgment against or liability of Shell Canada which, if successful, could reasonably be expected to result in a Material Adverse Effect on Shell Canada or would significantly impede the ability of Shell Canada to consummate the Arrangement. Shell Canada is not subject to any outstanding Order, writ, injunction or decree that has had or could reasonably be expected to result in a Material Adverse Effect on Shell Canada.

AMENDMENT TO PLAN OF ARRANGEMENT

THIS AMENDING AGREEMENT dated June 6th, 2026.

AMONG:

SHELL PLC, a public limited company registered under the laws of England and Wales with registered address at Shell Centre, London, SE1 7NA (“**Parent**”)

- and -

SHELL CANADA LIMITED, a corporation existing under the Federal laws of Canada with registered address at 400, 4th Avenue S.W., Calgary, Alberta (“**Shell Canada**”)

- and -

ARC RESOURCES LTD., a corporation existing under the laws of the Province of Alberta with registered address at 2400, 525 - 8th Avenue S.W., Calgary, Alberta, (“**ARC**”)

(each a “**Party**”, and collectively the “**Parties**”)

RECITALS:

- A. Parent, Shell Canada and ARC entered into an arrangement agreement dated as of April 27, 2026 (the “**Arrangement Agreement**”) that provides for, among other things, a plan of arrangement under Section 193 of the *Business Corporations Act* (Alberta) attached as Schedule A to the Arrangement Agreement (the “**Plan of Arrangement**”); and
- B. Parent, Shell Canada and ARC wish to amend and restate the Plan of Arrangement in accordance with the terms of this amending agreement (this “**Amending Agreement**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Amending Agreement, unless the context otherwise requires, capitalised terms used and not otherwise defined shall have the same meanings ascribed to them in the Arrangement Agreement.

ARTICLE 2
AMENDED AND RESTATED PLAN OF ARRANGEMENT

2.1 Amended and Restated Plan of Arrangement.

The Plan of Arrangement is hereby amended and restated in its entirety in the form attached as Schedule A to this Amending Agreement (the “**Amended and Restated Plan of Arrangement**”). All references to the Plan of Arrangement made in the Arrangement Agreement or any documents delivered pursuant thereto or in connection therewith shall hereafter be deemed to refer to the Amended and Restated Plan of Arrangement, unless the context otherwise requires.

ARTICLE 3
GENERAL PROVISIONS

3.1 Governing Law

This Amending Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Alberta and the federal Laws of Canada applicable therein.

3.2 Counterparts, Execution.

This Amending Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Amending Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF each of the Parties have caused this Amending Agreement to be executed as of the date first written above.

Signed for and on behalf of
SHELL PLC

By: /s/ Thomas Stokes
Name: Thomas Stokes
Title: GM M&A Finance IGU

SHELL CANADA LIMITED

By: /s/ Ryan Konotopsky
Name: Ryan Konotopsky
Title: Assistant Secretary

ARC RESOURCES LTD.

By: /s/ Kristen Bibby
Name: Kristen Bibby
Title: Senior Vice President & Chief
Financial Officer

SCHEDULE A
AMENDED AND RESTATED PLAN OF ARRANGEMENT

See attached.

PLAN OF ARRANGEMENT
UNDER SECTION 193 OF THE
BUSINESS CORPORATIONS ACT (ALBERTA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Defined Terms.

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

- (a) “**ABCA**” means the *Business Corporations Act* (Alberta);
- (b) “**AcquisitionCo**” means, (i) [●],¹ a corporation existing under the ABCA or any other jurisdiction in Canada and a direct wholly-owned Subsidiary of Shell Canada, or (ii) an affiliate of Shell Canada, which may be Parent;
- (c) “**ARC**” means ARC Resources Ltd., a corporation existing under the ABCA;
- (d) “**ARC Meeting**” means the special meeting of ARC Shareholders, including any adjournment or postponement thereof, called and held in accordance with the Interim Order to consider the Arrangement Resolution;
- (e) “**ARC Shareholders**” means, collectively, the holders of ARC Shares and “**ARC Shareholder**” means any one of them, individually;
- (f) “**ARC Shares**” means the common shares in the capital of ARC;
- (g) “**Arrangement**” means the arrangement of ARC under section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement, this Plan of Arrangement or made at the direction of the Court in the Final Order (provided that any such amendment or variation is acceptable to both ARC and Parent, each acting reasonably);
- (h) “**Arrangement Agreement**” means the arrangement agreement dated as of April 27, 2026 among ARC, Parent and Shell Canada, including all schedules annexed thereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;
- (i) “**Arrangement Resolution**” means the special resolution of the ARC Shareholders approving the Arrangement which was considered at the ARC Meeting;

¹ Name of AcquisitionCo to be included once AcquisitionCo is incorporated.

- (j) **“Articles of Arrangement”** means the articles of arrangement of ARC in respect of the Arrangement required by the ABCA to be filed with the Registrar after the Final Order is made and all other conditions precedent to the Arrangement are either satisfied or waived in accordance with this Plan of Arrangement and which shall include the Plan of Arrangement and otherwise be in form and content satisfactory to ARC and Parent, each acting reasonably;
- (k) **“Authorization”** means any authorization, order, permit, approval, grant, licence, registration, consent, allowance, exemption, waiver, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity;
- (l) **“Business Day”** means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Calgary, Alberta or London, England, United Kingdom;
- (m) **“Cash Consideration”** means \$8.20 per ARC Share, as such amount may be adjusted in accordance with section 2.13 of the Arrangement Agreement;
- (n) **“Certificate of Arrangement”** means the certificate of arrangement to be issued by the Registrar pursuant to Section 193(11) of the ABCA in respect of the Articles of Arrangement;
- (o) **“Consideration”** means the consideration to be received by the ARC Shareholders pursuant to this Plan of Arrangement as consideration for their ARC Shares, being, for each ARC Share, (i) the Share Consideration; and (ii) the Cash Consideration;
- (p) **“Court”** means the Court of King’s Bench of Alberta;
- (q) **“CREST”** means the system for the paperless settlement of trades in securities and the holding of uncertified securities operated by Euroclear UK & International Limited;
- (r) **“Depositary”** means Computershare Investor Services Inc. or such other Person as the Parties shall mutually agree (acting reasonably) to appoint to act as depositary in connection with the Arrangement;
- (s) **“Dissent Rights”** means the rights of dissent in respect of the Arrangement described in Article 4 of this Plan of Arrangement;
- (t) **“Dissenting ARC Shareholder”** means any registered ARC Shareholder who has duly and validly exercised its Dissent Rights pursuant to Article 4 of this Plan of Arrangement and the Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights prior to the Effective Time, but only in respect of Dissenting ARC Shares held by such Dissenting ARC Shareholder;
- (u) **“Dissenting ARC Shares”** means ARC Shares held by Dissenting ARC Shareholders and in respect of which Dissent Rights have been and remain validly exercised at the Effective Time;

- (v) **“DR/CS Nominee”** means a person: (i) falling within any of sections 67(6), 67(7), 67(8), 70(6), 70(7), 70(8), 93(2) or 93(3) of the UK Finance Act 1986; (ii) whose business is or includes the provision of clearance services for the purchase and sale of chargeable securities within the meaning of section 96 of the UK Finance Act 1986; or (iii) whose business is or includes holding chargeable securities as nominee for a person falling within (ii);
- (w) **“DR/CS Nominee-Linked Stamp Taxes”** means any Stamp Taxes that would not have arisen but for any of the Depositary, the Nominee and/or a Selling Agent being a DR/CS Nominee;
- (x) **“Effective Date”** means the date shown on the Certificate of Arrangement giving effect to the Arrangement;
- (y) **“Effective Time”** means 10:00 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;
- (z) **“Final Order”** means the order of the Court approving the Arrangement in the form acceptable to ARC and Parent, each acting reasonably, as such order may be amended by the Court (with prior written consent of both Parent and ARC, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to Parent and ARC, each acting reasonably) on appeal;
- (aa) **“final proscription date”** has the meaning ascribed thereto in Section 3.9;
- (bb) **“Governmental Entity”** means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, ministry, bureau or agency, domestic or foreign; (b) any stock exchange, including the LSE and other Stock Exchanges; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing;
- (cc) **“Ineligible Foreign Holder”** means, as determined by Parent, a registered or beneficial ARC Shareholder who has a registered address in, or who is located and/or resident in a jurisdiction outside Canada, the United States and the United Kingdom, except where Parent is reasonably satisfied that the issue of Parent Shares in that jurisdiction under the Plan of Arrangement would be neither prohibited by Law nor unduly onerous or, if applicable, where Parent has been satisfied in its sole discretion that the issue of Parent Shares to such particular registered or beneficial ARC Shareholder in such jurisdiction is in compliance with applicable Laws without any requirement that a prospectus, registration statement or equivalent document be filed or the need for any further action on the part of Parent;

- (dd) **“Interim Order”** means an order of the Court, in a form acceptable to Parent and ARC, each acting reasonably, containing declarations and directions in respect of the notices to be given and the conduct of the ARC Meeting with respect to the Arrangement, 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 Parent and ARC, each acting reasonably;
- (ee) **“Law”** means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, writs, decrees, declarations, treaties, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic, foreign, or supranational and the terms and conditions of any Authorization of or from any Governmental Entity, including for this purpose a self-regulatory authority (including LSE, TSX and other Stock Exchanges), and the term “applicable” with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its Subsidiaries or their business, undertaking, assets, property or securities and emanate from a Person having jurisdiction over the Party and/or its Subsidiaries or its or their business, undertaking, assets, property or securities;
- (ff) **“Letter of Transmittal”** means the letter of transmittal to be delivered by ARC to registered ARC Shareholders providing for delivery of the certificates (if any) representing registered ARC Shareholders’ ARC Shares to the Depositary;
- (gg) **“Liens”** means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, conditional sale agreement, capital lease or title retention agreement, encumbrances and adverse rights or claims, 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) that has a similar economic effect as, or that is capable of becoming, any of the foregoing;
- (hh) **“Liquidity Option”** has the meaning ascribed thereto in Section 3.10;
- (ii) **“LSE”** means London Stock Exchange plc;
- (jj) **“Nominee”** has the meaning ascribed thereto in Section 3.4;
- (kk) **“Parent”** means Shell plc, a public limited company registered under the laws of England and Wales;
- (ll) **“Parent Consideration Shares”** means the Parent Shares to be issued to ARC Shareholders as part of the Consideration pursuant to Section 2.4(b) of this Plan of Arrangement;
- (mm) **“Parent Shares”** means ordinary shares in the capital of Parent;
- (nn) **“Parties”** means ARC, Shell Canada and Parent, and **“Party”** means any of them;

- (oo) **“Person”** includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;
- (pp) **“Plan of Arrangement”, “hereof”, “herein”, “hereunder”** and similar expressions means this Plan of Arrangement, including the annex hereto, and any amendments, variations or supplements hereto made from time to time in accordance with the terms hereof, the Arrangement Agreement or made at the direction of the Court in the Final Order;
- (qq) **“Registrar”** means the Registrar appointed pursuant to Section 263 of the ABCA;
- (rr) **“Selling Agent”** means (i) the Depositary or (ii) one or more selling agents, in each case approved by the Parent to sell Parent Consideration Shares in the market pursuant to Sections 3.3 and 3.10, as applicable;
- (ss) **“Share Consideration”** means 0.40247 of a Parent Share;
- (tt) **“Shell Canada”** means Shell Canada Limited, a corporation existing under the Federal laws of Canada;
- (uu) **“Stamp Taxes”** means all stamp duty, stamp duty reserve tax, securities transfer charge and any other similar documentary, registration or transfer Taxes (plus any related interest and penalties) whether imposed in the United Kingdom or elsewhere;
- (vv) **“Stock Exchanges”** means each of the LSE and Euronext Amsterdam;
- (ww) **“Subsidiary”** means, with respect to a Person, any body corporate, partnership, joint venture or other non-natural Person: (a) of which more than fifty percent (50%) of the outstanding shares or other voting securities ordinarily entitled to elect a majority of the board of directors (or equivalent governing body) thereof (whether or not shares or other securities of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such Person; or (b) over which such Person exercises control;
- (xx) **“Tax”** means any taxes, duties, fees, premiums, assessments, imposts, levies and other charges in the nature of taxation and all related withholdings or deductions of any nature imposed or collected by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed or collected by any Governmental Entity in respect thereof, and including, but not limited to, those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, capital gain, minimum, large corporation, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, Stamp Taxes, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and

export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada and other pension plan premiums or contributions imposed by any Governmental Entity, and any transferee or secondary liability in respect of any of the foregoing; and

(yy) “**Tax Act**” means the *Income Tax Act* (Canada).

Capitalized terms used in this Plan of Arrangement but not otherwise defined herein shall have the meaning ascribed thereto in the Arrangement Agreement.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Annex by number or letter or both refer to the Article, Section, subsection, paragraph or Annex, respectively, bearing that designation in this Plan of Arrangement.

1.3 Number and Gender.

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Date for Any Action and Computation of Time.

If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. References to time are to local time, Calgary, Alberta, Canada.

1.5 Currency.

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful currency of Canada and “\$” refers to Canadian dollars.

1.6 Other Definitional and Interpretive Provisions.

- (a) References in this Plan of Arrangement to the words “include”, “includes” or “including” shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by those words or words of like import.
- (b) References in this Plan of Arrangement to any contract are to that contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

- (c) References in this Plan of Arrangement to a Person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person, as applicable.
- (d) References to a particular statute shall be to such statute and the rules, regulations and published policies made thereunder, as now in effect and as it and they may be promulgated thereunder or amended from time to time.
- (e) A Person is considered to “control” another Person if (i) the first Person beneficially owns or directly or indirectly exercises control or direction over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation, (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than 50% of the interests of the partnership, or (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person.

ARTICLE 2

EFFECT OF THE ARRANGEMENT

2.1 Arrangement Agreement.

This Plan of Arrangement constitutes an arrangement under Section 193 of the ABCA and is made pursuant to, and is subject to the provisions of, the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. If there are any inconsistencies or conflicts between this Plan of Arrangement and the Arrangement Agreement, the terms of this Plan of Arrangement shall govern.

2.2 Binding Effect.

This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, shall become effective at the Effective Time and be binding at and after the Effective Time on:

- (a) ARC;
- (b) Parent;
- (c) Shell Canada;
- (d) AcquisitionCo;
- (e) all registered and beneficial holders of the ARC Shares (including all Dissenting ARC Shareholders);
- (f) the registrar and transfer agents of the ARC Shares;
- (g) the Depositary; and

- (h) all other Persons.

2.3 Filing of Articles of Arrangement.

The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Section 2.4 has become effective in the sequence and at the times set out therein.

2.4 Arrangement.

Commencing at the Effective Time, except as otherwise expressly noted, each of the following events shall occur and shall be deemed to occur in the following order, without any further authorization, act or formality by any Person:

- (a) *Dissenting ARC Shares for Fair Value:* Subject to Section 4.1, each issued and outstanding Dissenting ARC Share held by a Dissenting ARC Shareholder described in Section 4.1(a)(i) shall be transferred to and acquired by AcquisitionCo solely in exchange for, subject to Section 3.6, a debt claim against AcquisitionCo for an amount determined in accordance with Section 4.1, and:
 - (i) each such Dissenting ARC Shareholder shall cease to be the holder of each such Dissenting ARC Share and to have any rights as a holder of each such Dissenting ARC Share other than a claim against AcquisitionCo for an amount determined in accordance with Section 4.1; and
 - (ii) AcquisitionCo shall be the legal and beneficial owner of each such ARC Share acquired by AcquisitionCo pursuant to this Section 2.4(a);
- (b) *Exchange of ARC Shares for Consideration:* Immediately after the step set out in Section 2.4(a), each issued and outstanding ARC Share held by an ARC Shareholder (other than, for greater certainty, Dissenting ARC Shares held by a Dissenting ARC Shareholder described in Section 4.1(a)(i)), shall be transferred by the relevant ARC Shareholder of such ARC Shares to, and acquired by, AcquisitionCo solely in exchange for (x) the allotment and issue by Parent, in satisfaction of AcquisitionCo's obligation to deliver (or cause to be delivered) the Share Consideration, of the Share Consideration and (y) the payment by, or on behalf of, AcquisitionCo of the Cash Consideration in respect of each such ARC Share held by such ARC Shareholder immediately prior to the Effective Time payable to such ARC Shareholder in accordance with the instructions provided in such ARC Shareholder's Letter of Transmittal, subject to Sections 3.3 and 3.6, and:
 - (i) each ARC Shareholder that is not an Ineligible Foreign Holder shall cease to be the holder of each such ARC Share and to have any rights as a holder of each such ARC Share other than the right to the allotment and issue of the Parent Consideration Shares and payment of the aggregate Cash Consideration to which such ARC Shareholder is entitled (and such ARC Shareholder shall be the beneficial owner of such Parent Consideration

Shares issued to such ARC Shareholder in this step) and the other rights as set out in Article 3;

- (ii) each ARC Shareholder that is an Ineligible Foreign Holder shall cease to be the holder of each such ARC Share and to have any rights as a holder of each such ARC Share other than the right to the proceeds of the sale of the Parent Consideration Shares, to which such holder would otherwise be entitled, by the Nominee in accordance with Section 3.4 and payment of the aggregate Cash Consideration to which such ARC Shareholder is entitled; and
 - (iii) AcquisitionCo shall be the legal and beneficial owner of each such ARC Share acquired by AcquisitionCo pursuant to this Section 2.4(b); and
- (c) *Securities Registers*: Following the foregoing steps, on the Effective Date, each of ARC and Parent shall make the appropriate entries in its applicable securities registers to reflect the matters referred to in this Section 2.4.

For greater certainty, none of the foregoing steps shall occur unless all of the foregoing steps occur.

2.5 Fully Paid and Non-Assessable Shares

All Parent Consideration Shares issued pursuant hereto shall be validly issued and outstanding as fully paid and non-assessable shares. The term “non-assessable” has no recognised meaning in English law and means for the purposes of this Section 2.5 that, under the Companies Act 2006, the articles of association of Parent and any resolution of Parent or its board of directors (or any committee thereof) approving the issue of the Parent Consideration Shares, no present or future holder of such Parent Consideration Shares will be subject to personal liability, by reason of being such a holder, for additional payments or calls for further funds by Parent.

ARTICLE 3 EXCHANGE OF SHARES; CERTIFICATES; FRACTIONAL SHARES

3.1 Exchange of ARC Shares for Consideration.

- (a) On the Effective Date, Parent, in satisfaction of AcquisitionCo’s obligation to deliver (or cause to be delivered) the Parent Consideration Shares, shall deliver an irrevocable direction to issue to the Depositary and the Nominee, as applicable (directly by delivery of certificates or by crediting one or more CREST account(s) supplied for such purpose by the Depositary or the Nominee, as applicable, or such other means of delivery as may be mutually agreed upon by the Parties), the aggregate number of Parent Consideration Shares to be delivered pursuant to 2.4(b)(i) and Section 3.4, respectively, which Parent Consideration Shares shall be (i) in the case of former ARC Shareholders that are not Ineligible Foreign Holders, held by the Depositary for the benefit of, and as agent and nominee for, such former ARC Shareholders who shall receive Parent Consideration Shares in connection with the Arrangement for distribution to such former ARC Shareholders in accordance with the provisions of this Article 3, or (ii) in the case of former ARC

Shareholders that are Ineligible Foreign Holders, held by the Nominee for the benefit of, and as agent and nominee for, such former ARC Shareholders for sale by the Nominee for and on behalf of such former ARC Shareholders in accordance with Section 3.4.

- (b) Upon surrender to the Depositary for cancellation of a certificate (if any) which immediately prior to the Effective Time represented one or more ARC Shares that were exchanged for Consideration under the Arrangement, together with a duly completed and executed Letter of Transmittal and such other documents and instruments as the Depositary may reasonably require, the registered holder of ARC Shares represented by such surrendered certificate shall be entitled to receive in exchange therefor, in respect of the ARC Shares that were exchanged, Consideration under the Arrangement, and
 - (i) in the case of a former ARC Shareholder that: (A) is not an Ineligible Foreign Holder; and (B) has not validly made a Liquidity Option election, the Depositary shall deliver to such former ARC Shareholder (in each case, without interest and as adjusted for any rounding or withholding pursuant to Section 3.3 or Section 3.6, and subject to Section 3.1(e)), (x) the relevant number of Parent Consideration Shares, such Parent Consideration Shares to be delivered to such holder (or a person holding as nominee for and on behalf of such holder) directly by delivery of certificates or by crediting a CREST account supplied for such purpose by such holder to the Depositary, as applicable, and (y) individual cheques (or other form of immediately available funds) representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled to in lieu of fractional Parent Consideration Shares, in each case, which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are exchanged pursuant to Section 2.4(b) (together with any dividends or other distributions or returns of capital with respect thereto pursuant to Section 3.8);
 - (ii) in the case of a former ARC Shareholder that is an Ineligible Foreign Holder, in addition to the payment to be made to the Ineligible Foreign Holder in accordance with Section 3.4, the Depositary shall deliver (in each case, without interest and as adjusted for any rounding or withholding pursuant to Section 3.3 or Section 3.6), (x) notice to the Nominee of such certificate being surrendered and (y) individual cheques (or other form of immediately available funds) to such former ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled to in lieu of fractional Parent Consideration Shares which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are exchanged pursuant to Section 2.4(b) (together with any dividends or other distributions or returns of capital with respect thereto pursuant to Section 3.8); or
 - (iii) in the case of a former ARC Shareholder that has validly made a Liquidity Option election, in addition to the payment to be made to such former

registered ARC Shareholder in accordance with Section 3.10, the Depositary shall deliver (in each case, without interest and as adjusted for any rounding or withholding pursuant to Section 3.3 or Section 3.6), (x) notice to the Selling Agent of such certificate being surrendered and (y) individual cheques (or other form of immediately available funds) to such former registered ARC Shareholder representing the aggregate Cash Consideration and any cash payment to which such former ARC Shareholder is entitled to in lieu of fractional Parent Consideration Shares which such former ARC Shareholder has the right to receive in respect of such ARC Shares that are exchanged pursuant to Section 2.4(b) (together with any dividends or other distributions or returns of capital with respect thereto pursuant to Section 3.8),

and, in each case, each certificate so surrendered shall forthwith be cancelled.

- (c) Until surrendered as contemplated by this Section 3.1, each certificate which immediately prior to the Effective Time represented one or more outstanding ARC Shares that were exchanged for the Consideration under the Arrangement, shall be deemed at all times after the Effective Time to represent (in respect of the ARC Shares that were exchanged for Consideration under the Arrangement that were represented by such certificate immediately prior to the Effective Time) only the right to receive upon such surrender (in each case, without interest and as adjusted for any rounding or withholding pursuant to Section 3.3 or Section 3.6), (i) the relevant number of Parent Consideration Shares (including as may be represented by the right to have a CREST account credited with the relevant number of Parent Consideration Shares and which shall be held by the Depositary in a nominee account until surrender), or the net proceeds therefor pursuant to Section 3.4, as applicable, and the aggregate Cash Consideration and any cash payment in lieu of fractional Parent Consideration Shares, as contemplated by this Section 3.1, and (ii) on the appropriate payment date, (A) any dividends or other distributions or returns of capital with a record date after the Effective Time declared, paid or payable with respect to Parent Consideration Shares as contemplated by Section 3.8 and (B) any dividends or other distributions or returns of capital with a record date prior to the Effective Time declared, paid or payable after the Effective Time with respect to ARC Shares.
- (d) For greater certainty, nothing in this Plan of Arrangement shall obligate the Depositary or any other Person to make any payment or deliver any Cash Consideration or Parent Consideration Shares in violation of any applicable anti-money laundering, anti-terrorism or economic sanctions Law.
- (e) In the event that Parent or the Depositary reasonably believes that a transfer or delivery by the Depositary of Parent Consideration Shares pursuant to Section 3.1(b)(i) would result in Parent or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Parent is not responsible pursuant to Sections 3.7(b)(i), 3.7(b)(iv) or 3.7(b)(v), the Depositary shall notify the relevant former ARC Shareholder of such fact (with reasonably sufficient detail as to the reason for such belief) and shall not be required to so transfer or deliver such Parent

Consideration Shares until the Depositary receives from the relevant former ARC Shareholder (i) such documentation or evidence reasonably satisfactory to Parent or the Depositary (as applicable) that no such Stamp Taxes will arise on such transfer or delivery; (ii) sufficient funds (in Parent's or the Depositary's (as applicable) reasonable opinion) to pay any such Stamp Taxes as will arise on such transfer or delivery; or (iii) details of an alternative CREST account or person to whom such Parent Consideration Shares are to be delivered (such that Parent or the Depositary (as applicable) no longer reasonably believes that the relevant transfer or delivery would result in Parent or the Depositary (as applicable) having to bear the cost of any Stamp Taxes for which Parent is not responsible pursuant to Sections 3.7(b)(i), 3.7(b)(iv) or 3.7(b)(v)).

3.2 Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding ARC Shares that were transferred or exchanged, as applicable, pursuant to Section 2.4 of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary shall:

- (a) issue and deliver in exchange for such lost, stolen or destroyed certificate, the Consideration to which the holder is entitled pursuant to this Plan of Arrangement;
- (b) in the case of ARC Shares held by an Ineligible Foreign Holder, deliver notice to the Nominee of receipt of such affidavit; and
- (c) deliver any other amounts such holder is entitled to receive pursuant to Sections 3.3 and 3.8.

When authorizing such issuance and delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom such Consideration is to be issued and delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to ARC, Parent and the Depositary (acting reasonably) in such sum as ARC or Parent may direct, or otherwise indemnify ARC, Parent, Shell Canada and AcquisitionCo in a manner satisfactory to Parent and ARC acting reasonably, against any claim that may be made against Parent, ARC, Shell Canada and AcquisitionCo with respect to the certificate alleged to have been lost, stolen or destroyed.

3.3 No Fractional Shares.

No fractional Parent Consideration Shares shall be issued under the Arrangement. In the event that an ARC Shareholder is entitled to receive a fractional interest in a Parent Consideration Share pursuant to Section 2.4(b), the number of Parent Consideration Shares to be delivered to such ARC Shareholder pursuant to Section 3.1 shall be rounded down to the nearest whole Parent Consideration Share. In lieu of any such fractional Parent Consideration Share, as determined by Parent in its sole discretion, either:

- (a) each former ARC Shareholder otherwise entitled to a fractional interest in a Parent Consideration Share shall be entitled to a cash payment equal to such fractional

interest multiplied by the opening per share price of a Parent Share on the LSE on the day that is four (4) Business Days prior to the Effective Date, converted to Canadian dollars using the daily exchange rate for the conversion of British pounds to Canadian dollars published by the Bank of Canada on the day that is four (4) Business Days prior to the Effective Date (or, if such rate is not published on such day, on the most recent preceding day on which such rate was published), rounded to the nearest \$0.01; or

- (b) any such entitlements to fractional Parent Consideration Shares will be aggregated and sold in the market by a Selling Agent, on behalf of the former ARC Shareholders otherwise entitled to a fractional interest in a Parent Consideration Share, as soon as practicable after the Effective Date at the then prevailing prices in the market, at the Selling Agent's discretion. The Selling Agent shall be instructed to use its commercially reasonable efforts to complete the sale of such Parent Consideration Shares as promptly following the Effective Time as is practicable, consistent with obtaining the best execution of such sales in light of prevailing market conditions. The net proceeds of such sales (after deduction of all applicable brokerage, stamp duty and other Taxes and charges, and selling costs), and as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Selling Agent, will be delivered to the Depositary to be held in trust for such former ARC Shareholders otherwise entitled to a fractional interest in a Parent Consideration Share. Each former ARC Shareholder otherwise entitled to a fractional interest in a Parent Consideration Share shall be entitled to receive its due proportion of such net proceeds, rounded to the nearest \$0.01.

In calculating fractional interests, all ARC Shares registered in the name of or beneficially held by, such ARC Shareholder or its nominee(s), shall be aggregated.

3.4 Ineligible Foreign Holders.

No Parent Consideration Shares shall be issued under the Arrangement to an ARC Shareholder that is an Ineligible Foreign Holder. Where an ARC Shareholder is an Ineligible Foreign Holder, the number of Parent Consideration Shares to which the ARC Shareholder would otherwise be entitled shall be allotted to a nominee approved by Parent (the "**Nominee**"), who will hold (for the benefit of, and as agent and nominee for, such ARC Shareholders) and sell those Parent Consideration Shares (for the benefit of, and as agent and nominee for, such ARC Shareholders) as soon as practicable following the Effective Time (at the risk of that Ineligible Foreign Holder) and, subject to the Depositary having received the documents described in Section 3.1(b), including any certificate which immediately prior to the Effective Time represented one or more ARC Shares held by such Ineligible Foreign Holder (or an affidavit in accordance with Section 3.2), pay the net proceeds received (after deduction of all applicable brokerage, stamp duty and other Taxes and charges, and selling costs), as converted to Canadian dollars using the then prevailing exchange rate for the conversion of British pounds to Canadian dollars that is available to the Nominee, to such Ineligible Foreign Holder in full satisfaction of such Ineligible Foreign Holder's right to receive Share Consideration under the Arrangement.

3.5 No Liens.

Any exchange or transfer of ARC Shares pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

3.6 Withholding Taxes.

Parent, ARC, Shell Canada, AcquisitionCo, the Depositary, the Nominee and the Selling Agent shall be entitled to deduct and withhold from any amounts payable or otherwise deliverable to any Person under this Plan of Arrangement and from all consideration, dividends, interest or other amounts payable or distributed to any former ARC Shareholder such amounts as Parent, ARC, Shell Canada, AcquisitionCo, the Depositary, the Nominee or the Selling Agent are required to deduct and withhold therefrom under any provision of any applicable Laws in respect of Taxes. To the extent that such amounts are so deducted, withheld and remitted to the relevant Governmental Entity, such amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the Person to whom such amounts would otherwise have been paid. To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the cash portion of the Consideration otherwise payable (where applicable) to a former ARC Shareholder, Parent, Shell Canada, AcquisitionCo, ARC, the Depositary, the Nominee or the Selling Agent are hereby authorised to sell or otherwise dispose of such portion of any non-cash consideration (for the avoidance of doubt, including any Parent Consideration Shares comprising within the Consideration), on behalf of such holder, as is necessary to provide sufficient funds to Parent, Shell Canada, AcquisitionCo, ARC, the Depositary, the Nominee or the Selling Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and Parent, Shell Canada, AcquisitionCo, ARC, the Depositary, the Nominee or the Selling Agent shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale or disposition (after deduction of all reasonable out-of-pocket expenses and commissions incurred in connection with such sales) to such holder.

3.7 Stamp Taxes.

- (a) Subject to Section 3.7(b), Parent shall be responsible for and shall ensure that there are paid any and all Stamp Taxes payable in connection with the transfer of ARC Shares to AcquisitionCo, the transfer, delivery, issuance and/or allotment of Parent Shares to the Depositary or the Nominee and/or a Selling Agent (or to any person holding for and on behalf of the Depositary, the Nominee or the Selling Agent) and/or the transfer or delivery of Parent Shares from the Depositary to former ARC Shareholders pursuant to Section 3.1(b)(i), in each case pursuant to this Plan of Arrangement (collectively, the “**Specified Transactions**”). Save in the circumstances set out in Section 3.7(b)(i) to (v) below, in no event shall any former ARC Shareholder, the Depositary, the Nominee, a Selling Agent or any of their respective Affiliates be responsible for any Stamp Taxes payable in connection with the Specified Transactions, whether arising as a result of a change of law or otherwise.
- (b) Parent shall not be responsible under Section 3.7(a) for, or for ensuring there is paid:

- (i) any Stamp Taxes arising pursuant to any of sections 67, 70, 93 or 96 Finance Act 1986 (or any similar provision regarding depositary receipt systems or clearance services, whether in force now or in future) to the extent that such Stamp Taxes: (x) exceed the Stamp Taxes that would have arisen if the existence and effect of such provisions were ignored; and (y) are not DR/CS Nominee-Linked Stamp Taxes;
- (ii) any Stamp Taxes arising in respect of any sale by a Selling Agent on behalf of former ARC Shareholders in accordance with and pursuant to Section 3.3(b) of this Plan of Arrangement, provided such Stamp Taxes are not DR/CS Nominee-Linked Stamp Taxes;
- (iii) any Stamp Taxes arising in respect of any sale or other transfer of (or agreement to transfer) beneficial ownership of Parent Shares by former ARC Shareholders or any of their Affiliates (or the Depositary, the Nominee or a Selling Agent on their behalf, including pursuant to Section 3.4 or Section 3.10), provided such Stamp Taxes are not DR/CS Nominee-Linked Stamp Taxes;
- (iv) any Stamp Taxes to the extent arising as a result of a change in law coming into force on or after the date that is three (3) months after the Effective Date; or
- (v) any Stamp Taxes imposed by the laws of any jurisdiction other than Canada or the United Kingdom,

and if either of Parent or the Depositary is required to (and does) incur any such Stamp Taxes (being Stamp Taxes for which Parent would be responsible under Section 3.7(a) but for the application of any of the exclusions in this Section 3.7(b)), the relevant former ARC Shareholder shall reimburse Parent or the Depositary (as applicable) for such Stamp Taxes promptly following a written demand therefor (which written demand shall include evidence of payment of the relevant Stamp Taxes).

3.8 Post-Effective Time Dividends and Distributions.

No dividends or other distributions or returns of capital payable on or in respect of Parent Consideration Shares with a record date after the Effective Time, shall be paid to the holder of any certificate or certificates which, immediately prior to the Effective Time, represented outstanding ARC Shares that were transferred pursuant to Section 2.4 in respect of which Parent Consideration Shares were issued pursuant to the Arrangement, and all such dividends and other distributions or returns of capital shall be paid by Parent to the Depositary and shall be held by the Depositary in trust for such holders, in each case until the surrender of such certificate or certificates in accordance with Section 3.1 (or affidavit in accordance with Section 3.2) or until surrendered and/or forfeited in accordance with Section 3.9. Subject to applicable Laws, following surrender of any such certificate or certificates (or affidavit in accordance with Section 3.2) in accordance with Section 3.1 there shall be paid to the holder thereof, without interest, the amount of dividends or other distributions or returns of capital with a record date after the Effective Time theretofore

paid with respect to such Parent Consideration Shares to which such holder is entitled pursuant to the Arrangement. For greater certainty, each Ineligible Foreign Holder shall only be entitled to dividends pursuant to this Section 3.8 until such time as the Nominee sells such Parent Consideration Shares in accordance with Section 3.4.

3.9 Limitation and Proscription.

To the extent that a former ARC Shareholder shall not have complied with the provisions of Section 3.1 on or before the date that is three (3) years after the Effective Date (the “**final proscription date**”), then (i) the Parent Consideration Shares that such former ARC Shareholder was entitled to receive shall be deemed to have been surrendered to Parent for cancellation for no consideration and shall be delivered to Parent, by the Depositary, (ii) any proceeds held by the Nominee following the sale of such Parent Consideration Shares pursuant to Section 3.4 shall be deemed to have been surrendered and forfeited to Parent and shall be delivered to Parent by the Nominee, and (iii) the Cash Consideration that such former ARC Shareholder was entitled to receive shall be deemed to have been surrendered and forfeited to AcquisitionCo and shall be delivered to AcquisitionCo by the Depositary, or the Nominee as applicable, and, in each case, the interest of the former ARC Shareholder in such Consideration (and any dividend or other distribution or return of capital referred to in Section 3.8) to which it was entitled shall be terminated as of such final proscription date, and the certificates formerly representing ARC Shares shall cease to represent a right or claim of any kind or nature as of such final proscription date. Any payment made by way of cheque by the Depositary or the Nominee, as applicable, pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or the Nominee, as applicable, or that otherwise remains unclaimed, in each case, on or before the final proscription date shall cease to represent a right or claim of any kind or nature and the right of any ARC Shareholder to receive the Consideration for ARC Shares pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited.

3.10 Liquidity Option.

Registered ARC Shareholders who are not Ineligible Foreign Holders and would otherwise be entitled to receive Parent Consideration Shares pursuant to the Arrangement shall be provided with the option, at their election, to sell all (but not less than all) of the Parent Consideration Shares to which they would be entitled pursuant to the Arrangement (in each case, without interest and as adjusted for any rounding or withholding pursuant to Section 3.3 or Section 3.6) and to receive a cash amount equal to the net proceeds from such sale, as further described in this Section 3.10 (the “**Liquidity Option**”). Entitlements to Parent Consideration Shares held by former ARC Shareholders who have made valid Liquidity Option elections in such former ARC Shareholders’ Letters of Transmittal will from time to time be aggregated and sold in the market by the Selling Agent, for the benefit of, and as agent and nominee for such former ARC Shareholders, as soon as practicable after the Effective Date (or the Depositary’s subsequent receipt of such holder’s duly completed and executed Letter of Transmittal making the Liquidity Option election, as applicable) at the then prevailing prices in the market, at the Selling Agent’s discretion. The Selling Agent shall be instructed to use its commercially reasonable efforts to complete the sale of such Parent Consideration Shares on behalf of such former registered ARC Shareholders as expeditiously as is commercially reasonable thereafter. A cash amount equal to the net proceeds of such sales (after deduction of all applicable brokerage, Stamp Taxes and other Taxes and charges, and selling costs), and as converted to Canadian dollars using the then prevailing exchange rate for the

conversion of British pounds to Canadian dollars that is available to the Selling Agent, will be delivered to the Depositary for payment to such former ARC Shareholders who have made a Liquidity Option election in accordance with Section 3.1(b)(iii). Each such former registered ARC Shareholder who has made a Liquidity Option election will receive a cash amount equal to such holder's pro rata interest in the net proceeds of the applicable sale of Parent Consideration Shares so sold by the Selling Agent. Each such former registered ARC Shareholder who has made a Liquidity Option election shall not have the right to be delivered any certificates representing Parent Consideration Shares or to have any CREST account credited in respect of Parent Consideration Shares and shall instead be entitled to receive its due proportion of such applicable net proceeds mentioned above, rounded to the nearest \$0.01.

ARTICLE 4 DISSENT RIGHTS

4.1 Dissent Rights.

- (a) In connection with the Arrangement, registered ARC Shareholders as at the record date for the ARC Meeting may exercise Dissent Rights with respect to ARC Shares held by such holders in connection with the Arrangement pursuant to the procedure set forth in section 191 of the ABCA, as modified by the Interim Order and this Section 4.1, provided that, notwithstanding subsection 191(5) of the ABCA, the written objection to the Arrangement Resolution referred to in subsection 191(5) of the ABCA must be received by ARC not later than 5:00 p.m. two (2) days (other than a Saturday, a Sunday or a statutory or civic holiday in Calgary, Alberta, Canada) immediately preceding the date of the ARC Meeting (as such meeting may be adjourned or postponed from time to time). Registered ARC Shareholders who exercise such Dissent Rights and who:
 - (i) are ultimately determined to be entitled to be paid fair value for their Dissenting ARC Shares (A) shall be deemed not to have participated in the transactions in Section 2.4 (other than Section 2.4(a)), (B) shall be paid an amount equal to such fair value by AcquisitionCo which fair value shall be determined as of the close of business on the day (other than a Saturday, a Sunday or a statutory or civic holiday in Calgary, Alberta, Canada) before the Arrangement Resolution was adopted and (C) shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such ARC Shareholders not exercised their Dissent Rights in respect of such ARC Shares and such ARC Shareholders shall be deemed to have transferred their Dissenting ARC Shares to AcquisitionCo pursuant to Section 2.4(a), or
 - (ii) are ultimately determined not to be entitled, for any reason, to be paid fair value for their Dissenting ARC Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of ARC Shares and shall be entitled to receive only the Parent Consideration Shares and Cash Consideration pursuant to Section 2.4(b), subject to Section 3.4 as applicable, and other rights as set out in Article 3 that such ARC Shareholder would have received pursuant

to the Arrangement if such ARC Shareholder had not exercised Dissent Rights, but further provided that in no case shall ARC, Parent, Shell Canada, AcquisitionCo or any other Person be required to recognize ARC Shareholders who exercise Dissent Rights as ARC Shareholders after the Effective Time, and the names of such ARC Shareholders who exercise Dissent Rights shall be removed from the registers of ARC Shares at the Effective Time.

- (b) For greater certainty, in addition to any other restrictions in the Interim Order, none of the following Persons shall be entitled to exercise Dissent Rights: (a) any Person (including any beneficial owner of ARC Shares) who is not a registered holder of ARC Shares; and (b) any ARC Shareholder who votes or has instructed a proxyholder to vote its ARC Shares in favour of the Arrangement Resolution.

ARTICLE 5 AMENDMENT

5.1 Amendment of this Plan of Arrangement.

- (a) ARC, Parent and Shell Canada reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any amendment, modification or supplement must be contained in a written document which is: (i) approved by Parent, ARC and Shell Canada in writing; (ii) if made following the ARC Meeting, approved by the Court; and (iii) communicated to ARC Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement, if agreed to by ARC, Parent and Shell Canada, may be proposed by ARC, Parent or Shell Canada at any time prior to or at the ARC Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Arrangement Agreement, by the ARC Shareholders shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the ARC Meeting shall be effective only:
 - (i) if it is consented to by ARC, Parent and Shell Canada (each acting reasonably); and
 - (ii) if required by the Court or applicable Law, it is consented to by some or all of the ARC 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 Parent, ARC and Shell Canada, provided that it concerns a matter that, in the reasonable opinion of Parent, ARC and Shell Canada, 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 ARC Shareholders.

ARTICLE 6 TERMINATION

6.1 Termination.

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement. Upon the termination of this Plan of Arrangement pursuant to Section 8.2 of the Arrangement Agreement, no Party shall have any liability or further obligation to any other Party or Person hereunder other than as set out in the Arrangement Agreement.

ARTICLE 7 U.S.; U.K. SECURITIES LAWS

7.1 U.S. Securities Laws.

ARC, Parent and Shell Canada agree that the Arrangement shall be carried out with the intention that, and shall use their respective reasonable best efforts to ensure that, all Parent Consideration Shares issued under the Arrangement shall be issued by Parent in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act and to facilitate Parent's compliance with other Securities Laws in the United States, ARC, Parent and Shell Canada agree that the Arrangement shall be carried out on the basis set forth in the Arrangement Agreement.

7.2 U.K. Securities Laws.

- (a) ARC, Parent and Shell Canada intend that the issuance of the securities under this Plan of Arrangement, including the Parent Shares representing the Parent Consideration Shares under this Plan of Arrangement, shall be exempt from the restriction on offers to the public pursuant to the exemption provided by para 6 of Part 1 of Schedule 1 to the POATRs, and each of ARC, Parent and Shell Canada shall take such reasonable actions as shall be required to facilitate reliance on such exemption in connection with the Arrangement including to ensure that the issuance of the Parent Shares representing the Parent Consideration Shares under this Plan of Arrangement shall not occur prior to LSE Admission.
- (b) ARC, Parent and Shell Canada intend that the admission to trading of the Parent Shares representing the Parent Consideration Shares under this Plan of Arrangement shall be exempt from the requirement to post a prospectus pursuant to the exemption provided by para 1.4.3(3) of the PRMs, and each of ARC, Parent and Shell Canada shall take such reasonable actions as shall be required to facilitate reliance on such exemption in connection with the Arrangement.
- (c) ARC, Parent and Shell Canada intend that, in connection with the issuance of the securities under this Plan of Arrangement, including the Parent Shares representing

the Parent Consideration Shares under this Plan of Arrangement, there will either be no requirement for an independent valuation under section 593 of the Companies Act or (to the extent required) an independent valuation report shall have been produced and such Companies Act requirements shall have been satisfied to permit such issuance in connection with the Arrangement.

ARTICLE 8 FURTHER ASSURANCES

8.1 Further Assurances.

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further authorization, act or formality, each of ARC, Parent, Shell Canada and AcquisitionCo will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

8.2 Paramountcy.

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all ARC Shares issued prior to the Effective Time; (b) the rights and obligations of the registered and beneficial holders of ARC Shares, ARC, Parent, Shell Canada, AcquisitionCo, the Depositary, the Nominee and any transfer agent or other depositary in relation thereto, shall be solely as provided for in this Plan of Arrangement and the Arrangement Agreement; 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 ARC Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

APPENDIX C
INTERIM ORDER

[See attached]

CERTIFIED

by the Court Clerk as a true copy of
the document digitally filed on Jun 9,
2026

Wayne Ligne

Clerk's Stamp

COURT FILE NUMBER 2601-10388

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, AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING ARC RESOURCES LTD., SHELL PLC, SHELL CANADA LIMITED and THE SHAREHOLDERS OF ARC RESOURCES LTD.

APPLICANT ARC RESOURCES LTD.

RESPONDENTS Not Applicable

DOCUMENT **INTERIM ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
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Email Address: pchiswell@bdplaw.com
File No. 52076-366

DATE ON WHICH ORDER WAS PRONOUNCED: June 9, 2026**NAME OF JUDGE WHO MADE THIS ORDER:** The Honourable Justice J.S. Little**LOCATION OF HEARING:** Edmonton, Alberta

UPON the Originating Application (the "**Originating Application**") of ARC Resources Ltd. (the "**Applicant**" or "**ARC**") 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 paragraph 193(1)(f) of the ABCA;

AND UPON reading the Originating Application, the affidavit of Kristen Bibby, Senior Vice President and Chief Financial Officer of ARC, sworn June 8, 2026 (the "**Affidavit**") and the documents referred to therein;

AND UPON being advised that it is the intention of Shell plc ("**Shell**") and Shell Canada Limited ("**SCL**") 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 ordinary shares of Shell to be 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 appointed under Section 263 of the ABCA (the "**Registrar**");

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 amending agreement dated June 6, 2026 among the Applicant, Shell and SCL to the arrangement agreement dated April 27, 2026 among the foregoing parties, both of which are attached as Appendix B to the Circular (collectively, the "**Arrangement Agreement**").

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 ARC (the "**ARC Shares**") in the manner set forth below.

The ARC Meeting

- 2. The Applicant shall call and conduct a special meeting (the "**ARC Meeting**") on or about July 14, 2026 at 10:00 a.m. (Calgary time) to be held by electronic means (as defined in the ABCA), via live webcast. At the ARC 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 "**Arrangement Resolution**") and such other business

as may properly be brought before the ARC Meeting or any adjournment or postponement thereof, all as more particularly described in the Circular.

3. A quorum at the ARC Meeting shall be two persons, 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 ARC Shares entitled to vote at the ARC Meeting. If a quorum is present at the opening of the ARC Meeting, the Shareholders present or represented by proxy may proceed with the business of the ARC Meeting notwithstanding that a quorum is not present throughout the ARC Meeting. If a quorum is not present within 15 minutes of the opening of the ARC Meeting, the Shareholders present or represented by proxy may adjourn the ARC Meeting to a fixed time and place but may not transact any other business. No notice of the adjourned ARC Meeting other than by announcement at the time of adjournment is required and, if at such adjourned ARC Meeting a quorum is not present, the Shareholders present or represented by proxy, shall be a quorum for all purposes.
4. Each ARC Share entitled to be voted at the ARC Meeting will entitle the holder thereof to one vote at the ARC Meeting in respect of the Arrangement Resolution and any other matters to be considered at the ARC Meeting.
5. The record date for Shareholders entitled to receive notice of and to vote at the ARC Meeting is June 1, 2026 (the "**Record Date**") and will not change in respect, or as a consequence, of any adjournment or postponement of the ARC Meeting, unless ordered by the Court or required by Applicable Law. Only Shareholders whose names have been entered in the register of ARC Shares as at the close of business on the Record Date will be entitled to receive notice of and to vote at the ARC Meeting. Such Shareholders of record will be entitled to vote those ARC Shares included in the list of Shareholders prepared as at the Record Date. If a registered Shareholder transfers ARC Shares after the Record Date and the transferee of those ARC Shares, having produced properly endorsed certificates evidencing such ARC Shares or having otherwise established that the transferee owns such ARC Shares, demands, at least 10 days before the ARC Meeting, that the transferee's name be included in the list of Shareholders entitled to vote at the ARC Meeting, such transferee shall be entitled to vote such ARC Shares at the ARC Meeting.

6. The ARC 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 ARC 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. ARC is authorized and directed to send the Circular and other materials relating to the ARC Meeting to the Shareholders as described in this Order.

Conduct of the ARC Meeting

8. The Chair of the ARC Board, Mr. Michael Culbert or, in his absence, any other director of the ARC Board shall be Chair of the ARC Meeting. If no such person is present within 15 minutes from the time fixed for holding the ARC Meeting, or declines to be Chair of the ARC Meeting, the persons present and entitled to vote shall choose one of their number to be Chair of the ARC Meeting.
9. The only persons entitled to attend the ARC Meeting shall be Shareholders or their authorized proxies, the Applicant's directors and officers and its auditors, the Applicant's legal counsel, the directors and officers, representatives and legal counsel of Shell and SCL, and such other persons who may be permitted to attend by the Chair of the ARC Meeting.
10. The number of votes required to pass the Arrangement Resolution shall be not less than $66\frac{2}{3}\%$ of the votes cast by Shareholders present in person or represented by proxy at the ARC 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 Arrangement Resolution.

13. The accidental omission to give notice of the ARC 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 ARC Meeting.
14. The ARC 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 ARC 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 subsection 133(2) of the ABCA, the record date for any such adjourned or postponed ARC Meeting shall be the Record Date. If the ARC Meeting is adjourned or postponed or the venue is changed in accordance with this Order, the references to the ARC Meeting in this Order shall be deemed to be the ARC Meeting as adjourned, postponed or held at a different venue, as the context allows.

Amendments to the Arrangement

15. The Applicant, Shell and SCL are authorized to make such amendments, revisions or supplements to the Arrangement as they may collectively 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 ARC Meeting and the subject of the Arrangement 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, form of proxy ("**Form of Proxy**"), voting information form ("**VIF**"), notice of special meeting ("**Notice of Meeting**"), form of letter of transmittal ("**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 ARC 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 ARC (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 ARC 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 ARC Meeting, which change or fact, if known prior to mailing of the Circular, would have been disclosed in the Circular, then:

- (a) ARC 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, ARC 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 ARC, ARC shall not be required to adjourn or otherwise postpone the ARC 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 Plan of Arrangement, accorded the right to dissent under Section 191 of the ABCA with respect to the Arrangement Resolution and the right to be paid an amount equal to the fair value of their ARC Shares by AcquisitionCo in respect of which such right to dissent was validly exercised ("**Dissent Rights**"). For greater certainty, the following persons shall not be entitled to exercise Dissent Rights: (a) the holders of ARC RSUs, ARC PSUs, ARC DSUs, ARC LTRsAs and ARC Options; and (b) any Person who is not a registered Shareholder.
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 Arrangement Resolution must be received by the Applicant, care of its counsel, 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 July 10, 2026 (or if the ARC Meeting is adjourned or postponed, no later than 5:00 p.m. (Calgary time) on the Business Day that is two (2) Business Days prior to the date on which the ARC Meeting is reconvened or held, as the case may be);
 - (b) a vote against the Arrangement Resolution, whether in person or by proxy, or an abstention, shall not constitute a written objection to the Arrangement Resolution as required under paragraph 18(a) herein;
 - (c) a Dissenting Shareholder shall not have voted his, her or its ARC Shares at the ARC Meeting, either by proxy or in person, in favour of the Arrangement Resolution;
 - (d) AcquisitionCo 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 ARC Shares;
 - (e) a registered Shareholder may not exercise Dissent Rights in respect of only a portion of the Shareholder's ARC Shares, but may dissent only with respect to all of the ARC 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 Plan of Arrangement.
19. The fair value of the ARC 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 ARC Shares, on the last Business Day before the day on which the Arrangement Resolution is approved by the Shareholders and shall be paid to the Dissenting

Shareholders by AcquisitionCo as contemplated by the Plan of 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 ARC Shares, shall be deemed to have transferred such ARC Shares as of the Effective Time, without any further act or formality to AcquisitionCo in exchange for the right to be paid the fair value of their ARC 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 ARC Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder and such ARC Shares will be deemed to have been transferred to AcquisitionCo in exchange for the Consideration contemplated under the Plan of Arrangement,

but in no event shall the Applicant, Shell, SCL or any other person be required to recognize such Shareholders as holders of ARC Shares after the Effective Time, and the names of such Shareholders shall be removed from the register of ARC Shares.

21. Subject to further Order of this Court, the rights available to Shareholders under the ABCA, this Order and the Plan of Arrangement to dissent from the Arrangement Resolution shall constitute full and sufficient Dissent Rights for the Shareholders with respect to the Arrangement Resolution.

22. Notice to the registered Shareholders of their Dissent Rights with respect to the Arrangement Resolution and to receive, subject to the provisions of the ABCA, this Order and the Plan of Arrangement, the fair value of the ARC Shares to which a Dissenting Shareholder is entitled pursuant to the Plan of 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, the VIF, 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 ARC 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, as applicable:
 - (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 ARC Meeting at the addresses for such holders recorded in the applicable records of ARC 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 ARC Meeting shall be excluded;
 - (b) in the case of non-registered Shareholders, either 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* ("**NI 54-101**") of the Canadian Securities Administrators or by providing notice to intermediaries of the availability of the Meeting Materials in compliance with the "notice and access" procedures contemplated by NI 54-101 and National Instrument 51-102 – *Continuous Disclosure Obligations*;
 - (c) in the case of the directors and auditors of ARC, 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 ARC 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 ARC 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 Special Meeting of Shareholders;
- (d) the Circular; and
- (e) the Notice of Originating Application.

Solicitation of Proxies

25. ARC 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. ARC is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents, including Laurel Hill Advisory Group, or other representatives that ARC 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

26. 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 July 15, 2026 at 10:00 a.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, Shell, SCL, all Shareholders and all other persons affected will be bound by the Arrangement in accordance with its terms.
27. 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 July 7, 2026 (or the Business Day that is five (5) Business Days before the date of the ARC Meeting if it is not held on July 14, 2026), 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 – 8th Avenue S.W., Calgary, Alberta, T2P 1G1, Attention: Paul Chiswell or by email at pchiswell@bdplaw.com.

28. 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 27 of this Order, shall have notice of the adjourned date.

Leave to Vary Interim Order

29. 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

30. 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

31. A signed copy of this Order shall be sufficient for inclusion in 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.
32. Leave is hereby granted to file this Order, the Originating Application and Affidavit in person and on the same day.

(signed) "*Justice J.S. Little*"

Justice of the Court of King's Bench of
Alberta

APPENDIX D
FAIRNESS OPINION

[See attached]



Capital
Markets

RBC Dominion Securities Inc.
3900, 888 - 3rd Street SW, Calgary, Alberta T2P 5C5
Telephone: 403-299-7111
Fax: 403-299-6900

April 27, 2026

The Board of Directors
ARC Resources Ltd.
1500, 308 4 Ave SW
Calgary, Alberta T2P 0H7

To the Special Committee and the Board of Directors:

RBC Dominion Securities Inc. ("RBC" or "we"), a member company of RBC Capital Markets, understands that ARC Resources Ltd. (the "Company") proposes to enter into a definitive arrangement agreement dated April 27, 2026 (the "Arrangement Agreement") with Shell plc (the "Acquiror") and Shell Canada Limited ("Shell Canada"), a wholly owned subsidiary of the Acquiror, to effect a plan of arrangement (the "Arrangement") under the *Business Corporations Act* (Alberta), pursuant to which the Acquiror, through Shell Canada or an affiliated assignee of Shell Canada, will, among other things, acquire, directly or indirectly, all of the issued and outstanding common shares of the Company ("Company Shares") in exchange for consideration consisting of 0.40247 of an ordinary share of the Acquiror (each whole share, an "Acquiror Share") and \$8.20 in cash per Company Share held (collectively, the "Consideration"). The terms of the Arrangement will be more fully described in a management information circular (the "Circular") that will be mailed to holders of Company Shares ("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. RBC has been retained to provide advice and assistance to the Company, the Special Committee and the Board 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, 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 Company initially contacted RBC regarding a potential advisory assignment in March 2026, and RBC was formally engaged by the Company through an agreement between the Company and RBC (the "Engagement Agreement") dated effective March 15, 2026. The terms of the Engagement Agreement provide that a fixed fee is payable to RBC on the earlier of the execution of the Arrangement Agreement and the delivery of the Fairness Opinion (regardless of the conclusion set forth therein). RBC will also receive certain fees for its advisory services under the Engagement Agreement that are contingent upon the successful completion of the Arrangement or certain other events. In addition, the Company has agreed to reimburse RBC for its reasonable out-of-pocket expenses and to indemnify RBC in certain circumstances. Subject to the terms of the Engagement Agreement, 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 applicable securities commissions or similar regulatory authorities in each province and territory of Canada.

Relationship With Interested Parties

Neither RBC, nor any of its affiliates is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario) and the rules made thereunder) of the Company, the Acquiror, Shell Canada or any of their respective associates or affiliates (collectively the “Interested Parties”). Neither RBC nor any of its affiliates has been engaged to provide any financial advisory services or participate in any financing involving the Interested Parties, within the past two years, other than the services provided under the Engagement Agreement and as disclosed herein. In the past two years, RBC has been engaged in the following capacities for the Company and its associates or affiliates: (i) joint active bookrunner for the Company’s \$950 million offering of senior unsecured notes in February 2026; (ii) financial advisor to the Company in connection with evaluating a potential strategic transaction in 2025; (iii) strategic advisor to the Company in connection with the Company’s \$1.6 billion acquisition of assets from Strathcona Resources Ltd. (the “Montney Acquisition”) in July 2025; and (iv) joint active bookrunner for the Company’s \$1 billion bond offering and underwriter for the Company’s \$500 million term loan in connection with the Montney Acquisition in July 2025. In the past two years, RBC and/or its affiliates have been engaged by the Acquiror and/or its affiliates as financial advisor in connection with evaluating a potential transaction in 2024. There are no understandings, agreements or commitments between RBC and any of the Interested Parties with respect to any future business dealings. RBC may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services for one or more of the Interested Parties. Royal Bank of Canada, the controlling shareholder of RBC, or one of its affiliates, may provide banking or other financial services to one or more of the Interested Parties in the normal course of business.

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 one or more of the Interested Parties 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 Interested Parties 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 Managing 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. a draft of the Arrangement Agreement dated April 24, 2026;

2. the audited annual financial statements of each of the Company and the Acquiror for each of the last five fiscal years;
3. the annual reports of each of the Company and the Acquiror for each of the last two fiscal years;
4. the notice of annual meeting of shareholders and management information circulars of the Company for each of the last two years;
5. the notice of annual general meeting of the Acquiror for each of the last two years;
6. the annual information forms of the Company for each of the last two fiscal years;
7. the unaudited projected operating and financial information for the Company on a consolidated basis, prepared by management of the Company, for the years ending December 31, 2026 through December 31, 2060 (the "Company Forecasts");
8. the independent reserves assessment and evaluation of the oil and gas properties of the Company prepared by GLJ Ltd., effective as of December 31, 2025;
9. discussions with senior management of the Company and the Acquiror;
10. discussions with the Company's legal counsel;
11. discussions with the Special Committee and the Board;
12. public information relating to the business, operations, financial performance and stock trading history of the Company, the Acquiror and other selected public companies considered to be relevant;
13. public information with respect to other transactions of a comparable nature considered to be relevant;
14. public information regarding the Canadian and global oil and gas industries;
15. representations contained in a certificate addressed to RBC, dated as of the date hereof, from certain senior officers of the Company (the "Officers' Certificate") as to the completeness and accuracy of the information upon which the Fairness Opinion is based; and
16. 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 under the Company's control requested by RBC.

Assumptions and Limitations

With the Board'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, documents, advice, opinions, appraisals, valuations or representations obtained by it from public sources or that was provided to it by or on behalf of the Company (collectively, the "Information"). Also with the Board'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 Acquiror) and other information, data, documents, advice, opinions, appraisals, valuations or representations that was provided to it by or on behalf of the Acquiror (collectively, the "Acquiror Information"). The Fairness Opinion is conditional upon the completeness, accuracy and fair presentation of the Information and the Acquiror 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, or assumed any responsibility for the independent verification of, any such Information or Acquiror Information.

We have assumed the accuracy and fair presentation of and relied upon the Company's audited financial statements and the reports of the auditors thereon. With respect to any forecasts, projections, estimates and budgets provided to RBC and used in the analysis supporting the Fairness Opinion, RBC has noted that projecting future results of any entity is inherently subject to uncertainty and we have assumed that such forecasts, projections, estimates and budgets provided to RBC were reasonably prepared on bases reflecting the best currently available estimates and judgments of management of the Company as to the matters covered thereby.

We are not legal, regulatory, accounting, technical or tax experts and have relied on the assessments made by the Company and its advisors with respect to such matters.

Senior officers of the Company have represented to RBC in the Officers' Certificate, among other things, that (i) the Information (other than Forecasts (as defined below)) 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, 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; (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 (taken as a whole), 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 Company, any of its subsidiaries (taken as a whole), or the Arrangement; and (iii) with respect to any portions of the Information that constitute forecasts, projections or estimates (collectively, "Forecasts"), such Forecasts were prepared on a basis consistent in all material respects with the accounting policies applied in the audited, consolidated financial statements of the Company dated as at December 31, 2025, were prepared using the assumptions identified therein, which, in their reasonable opinion, are (or were at the time of preparation and continue to be) reasonable in the circumstances, and are not, in their reasonable belief, misleading in any material respect in light of the assumptions used therefor.

In preparing the Fairness Opinion, RBC has made several assumptions, including that the final versions of the Arrangement Agreement and related agreements to be executed will be substantially in the form and substance of the most recent drafts thereof reviewed by us, that the Arrangement will be consummated in accordance with the terms set forth in the Arrangement Agreement without any waiver or amendment of any terms or conditions thereof that would adversely affect the Consideration or that would otherwise be material to the analysis underlying the Fairness Opinion, and that the representations and warranties of each party set forth in the Arrangement Agreement are true and correct in all material respects. In addition, RBC has assumed that the conditions precedent to the completion of the Arrangement will be satisfied in due course, that all consents, permissions, exemptions or orders of relevant third parties or regulatory authorities will be obtained without any condition or qualification that would adversely affect the Consideration or that would otherwise be material to the analysis underlying the Fairness Opinion, and that the procedures being followed to implement the Arrangement are valid and effective.

The Fairness Opinion is rendered on the basis of securities market, economic, financial and general business conditions prevailing as at the date hereof and the condition and prospects, financial and otherwise, of the Company and its affiliates, and the Acquiror its affiliates, as they were reflected in the Information and the Acquiror Information, respectively, and as they have been represented to RBC in discussions with management of the Company, the Acquiror and their respective representatives. 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 (solely in their respective capacities as such) in considering the Arrangement and may not be used for any other purpose or relied upon by any other person other than the Board without the express prior written consent of RBC. The Fairness Opinion does not address the relative merits of the Arrangement as compared to other transactions or business strategies that might be available to the Company, or the Company's underlying business decision to enter into the Arrangement Agreement and effect the Arrangement. The Fairness Opinion is not to be construed as a recommendation to the Special Committee or the Board as to whether it should recommend for approval or approve, as applicable, the entry into the Arrangement Agreement and the Arrangement, or to any securityholder of the Company as to how to vote or act in respect of the Arrangement or any other matter. RBC has not been asked to, and does not, offer any opinion as to any terms of the Arrangement Agreement or any aspect or implication of the Arrangement, except for the fairness of the Consideration, from a financial point of view, to the Shareholders. In considering the fairness of the Consideration from a financial point of view, RBC considered the Arrangement from the perspective of the Shareholders generally and did not consider the specific circumstances of any particular Shareholder, including with regard to tax considerations. In addition, RBC expresses no opinion or view with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, directors or employees of any party to the Arrangement, or class of such persons, relative to the Consideration.

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.

Fairness Analysis

Approach to Fairness

In considering the fairness of the Consideration, from a financial point of view, to the Shareholders, RBC principally considered and relied upon: (i) a comparison of the Consideration to the results of a discounted cash flow analysis of the Company Forecasts under a variety of sensitivity analyses; and (ii) a comparison of selected financial multiples implied by the Consideration to selected financial multiples, to the extent publicly available, of selected precedent transactions. RBC also

reviewed trading multiples of comparable publicly traded companies in the oil and gas industry. Given that trading values of public companies generally reflect minority discount values rather than “en bloc” values, RBC did not rely on this methodology.

Fairness Conclusion

Based upon and subject to the foregoing, RBC is of the opinion that, as of the date hereof, the Consideration is fair, from a financial point of view, to the Shareholders.

Yours very truly,

RBC Dominion Securities Inc.

RBC DOMINION SECURITIES INC.

APPENDIX E

SECTION 191 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

Pursuant to the ABCA, ARC Shareholders have the right to dissent in respect of the Arrangement 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 F
INFORMATION CONCERNING ARC
NOTICE TO READER

Unless the context indicates otherwise, capitalized terms which are used in this Appendix F and not otherwise defined in this Appendix F have the meanings given to such terms under the heading "*Glossary of Terms*" in this Circular.

FORWARD-LOOKING STATEMENTS

This Appendix F and the documents incorporated by reference herein contain 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 ARC Annual Circular, "*Notice Regarding Forward-Looking Information*" in the ARC AIF, "*Forward-Looking Information*" in the ARC Q1 Interim MD&A, and "*Forward-Looking Information*" in the ARC Annual MD&A, as well as the advisories section of any other 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 F reflect several material factors and expectations and assumptions made by ARC as of the date of such information. ARC 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 F and the documents incorporated by reference herein should not be unduly relied upon.

ARC'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 ARC AIF, and the ARC Annual MD&A which are incorporated by reference herein.

DOCUMENTS INCORPORATED BY REFERENCE

Information in respect of ARC has been incorporated by reference in this Appendix F from documents filed with securities commissions or similar authorities in Canada. Copies of these documents may be obtained on request without charge from ARC's Investor Relations department at Suite 1500, 308 – 4th Ave S.W., Calgary, AB T2P 0H7 (telephone 403-503-8600 or by email at ir@arcresources.com) and are also available electronically on ARC's website at www.arcresources.com or SEDAR+ issuer profile at www.sedarplus.ca.

The following documents of ARC filed with the various securities commissions or similar authorities in each of the provinces of Canada where ARC is a reporting issuer, are specifically incorporated by reference into and form an integral part of this Appendix F and this Circular:

- (a) the ARC AIF;
- (b) the ARC Annual Financial Statements;
- (c) the ARC Annual MD&A;
- (d) the ARC Q1 Interim Financial Statements;
- (e) the ARC Q1 Interim MD&A;
- (f) the ARC Annual Circular; and
- (g) the material change report of ARC dated April 7, 2026.

Any documents of the type required by NI 51-102 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 ARC with the securities commissions or similar authorities in the provinces of Canada, as the case may be, subsequent to the date of this Circular and prior to the ARC Meeting shall be deemed to be incorporated by reference in this Appendix F.

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.

ARC RESOURCES LTD.

ARC is a leading Canadian energy company, Canada's largest condensate producer and one of the country's largest natural gas producers. ARC's business activities include the exploration, development, and production of crude oil, condensate, natural gas, and NGLs in Alberta and British Columbia, Canada. ARC has focused on the acquisition and development of resource-rich properties that provide for both near-term and long-term growth.

ARC was originally founded in 1996 as a conventional crude oil and natural gas royalty trust. The Corporation is a reporting issuer under the Applicable Canadian Securities Laws of each province of Canada. The ARC Shares are listed and posted for trading on the TSX under the symbol "ARX".

ARC's head office is located at 1500, 308 – 4th Ave S.W. Calgary, Alberta T2P 0H7 and the registered and records office of ARC are located at 2400, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1.

Pursuant to the Arrangement, all of the ARC Shares will be acquired by Shell Canada or an affiliated assignee of Shell Canada. Following completion of the Arrangement, it is anticipated that the ARC Shares will be delisted from the TSX within one to three trading days following receipt of the required documentation.

RECENT DEVELOPMENTS

The Arrangement

On April 27, 2026 ARC entered into the Arrangement Agreement with Shell and Shell Canada, pursuant to which Shell, through Shell Canada or an affiliated assignee of Shell Canada, will acquire, directly or indirectly, (subject to customary closing conditions for a transaction of this nature, including, among other things, approval of the Court, approval of the ARC Shareholders of the Arrangement Resolution and receipt of the Key Regulatory Approvals) all of the outstanding ARC Shares and ARC will become a direct or indirect wholly-owned subsidiary of Shell. If the Arrangement is completed, ARC Shareholders (other than Dissenting ARC Shareholders) will transfer their ARC Shares to AcquisitionCo, in the manner set forth in the Plan of Arrangement, and each such ARC Shareholder will, in exchange for each ARC Share held, receive: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, representing total consideration of approximately \$32.80 per ARC Share based upon the closing price of Shell Shares on the LSE and the British pounds sterling to Canadian dollar daily exchange rate published by the Bank of Canada as of April 24, 2026.

For a detailed description of the Arrangement, including the Consideration payable for the ARC Shares and the conditions that must be satisfied or waived prior to completion of the Arrangement, see "*The Arrangement*" in this Circular.

DESCRIPTION OF ARC SHARES

ARC is authorized to issue an unlimited number of ARC Shares and 50,000 preferred shares, issuable in series. As at June 1, 2026, there were 566,464,304 ARC Shares and no preferred shares issued and outstanding.

A description of ARC's share capital is set forth under the section entitled "*Capital Structure*" in the ARC AIF, which is incorporated by reference herein and available on ARC's issuer profile on SEDAR+ at www.sedarplus.ca.

CONSOLIDATED CAPITALIZATION

There has been no material change in the share and loan capital of ARC since April 28, 2026, the date of the ARC Q1 Interim Financial Statements. Readers should also refer to the ARC Q1 Interim Financial Statements and the ARC Q1 Interim MD&A, which are incorporated by reference herein and available on ARC's issuer profile on SEDAR+ at www.sedarplus.ca, for additional information with respect to ARC's consolidated capitalization.

PRIOR SALES

Other than as disclosed below, ARC did not issue any ARC Shares or securities convertible or exchangeable into ARC Shares during the 12-month period ended June 1, 2026.

During the 12-month period ended June 1, 2026, ARC issued an aggregate of: (i) 558,509 ARC Shares pursuant to the exercise of ARC Options at a weighted average exercise price per ARC Option of \$29.83; and (ii) 3,590 ARC Shares pursuant to the settlement of ARC RSUs at a weighted average price of \$26.62, being the weighted average trading price of the ARC Shares for the five days preceding the settlement date of the ARC RSUs.

PRICE RANGE AND VOLUME OF TRADING OF ARC SHARES

The ARC Shares are listed and posted for trading on the TSX under the symbol "ARX". If the Arrangement is completed, it is anticipated that the ARC Shares will be de-listed from the TSX.

The following table sets forth, for the periods indicated, the reported high and low daily trading prices and the aggregate volume of trading for ARC Shares on the TSX for the 12 months prior to the date of this Circular.

<u>TSX Trading</u>	Price Range		Volume
	High (\$)	Low (\$)	
June 2025	\$31.29	\$28.71	37,994,103
July 2025	\$28.05	\$26.72	35,793,654
August 2025	\$27.66	\$26.14	35,826,024
September 2025	\$26.55	\$24.03	94,088,062
October 2025	\$26.78	\$24.85	56,474,657
November 2025	\$26.17	\$23.89	79,087,030
December 2025	\$27.14	\$24.82	56,448,833
January 2026	\$26.00	\$23.25	85,413,862
February 2026	\$26.41	\$22.83	89,540,676
March 2026	\$29.61	\$25.32	111,070,421
April 2026	\$32.22	\$24.83	156,464,247
May 2026	\$31.99	\$30.47	97,851,028
June 1-8, 2026	\$32.06	\$31.59	23,248,468

Note:

(1) As quoted by Bloomberg.

On April 24, 2026, the last trading day prior to the public announcement of the Arrangement, the closing price of ARC Shares on the TSX was \$25.77. On June 8, 2026, the last trading day prior to the date of this Circular, the closing price of ARC Shares on the TSX was \$32.06.

DIVIDENDS

The ARC Board has established a dividend policy of paying a quarterly dividend to ARC Shareholders on or about the 15th day of the month following the end of each quarter.

ARC has declared the following dividends per ARC Share:

<u>Dividends</u>	2026	2025	2024
Q1	\$0.21	\$0.19	\$0.17
Q2	-	\$0.19	\$0.17
Q3	-	\$0.19	\$0.17
Q4	-	\$0.21	\$0.19
Total	-	\$0.78	\$0.70

Under the provisions of the Arrangement Agreement, the ARC Board is restricted from declaring any dividends on the ARC Shares prior to completion of the Arrangement or the termination of the Arrangement Agreement that are not ARC Scheduled Dividends.

RISK FACTORS

For certain risk factors with respect to the business and affairs of ARC, see the sections entitled "*Risk Factors*" in the ARC AIF and the ARC 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, ARC's business, financial position, results and/or future operations may be materially affected. Additional risks and uncertainties not presently known to ARC, or which ARC currently deems immaterial, may also have an adverse effect upon ARC. 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), ARC is not aware of any interest, direct or indirect, of any "Informed Person" (as defined in NI 51-102) of ARC, or any associate or affiliate of any Informed Person, in any transaction since January 1, 2025 or in any proposed transaction which has materially affected or would materially affect ARC.

MATERIAL CONTRACTS

Other than as disclosed in this Circular or the documents incorporated by reference herein, during the twelve (12) months prior to the date of this Circular, ARC has not entered into any contracts, nor are there any contracts still in effect, that are material to ARC's business, other than: (a) contracts entered into in the ordinary course of business; and (b) the Arrangement Agreement entered into on April 27, 2026.

A copy of the Arrangement Agreement is available electronically on the SEDAR+ issuer profile for ARC at www.sedarplus.ca and is attached to this Circular as Appendix B.

AUDITORS, TRANSFER AGENT AND REGISTRAR

The auditors of the Corporation are PwC at its principal offices located at 111 – 5th Avenue S.W., Suite 2900, Calgary, Alberta T2P 5L3.

The registrar and transfer agent for the ARC Shares is Computershare at its principal offices located at 320 Bay Street, 14th Floor, Toronto, Ontario M5H 4A6.

INTERESTS OF EXPERTS

The following Persons 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
PwC ⁽¹⁾	Auditors of ARC
GLJ ⁽²⁾	Independent qualified reserves evaluator of ARC
RBC Capital Markets ⁽²⁾	Author of the Fairness Opinion

Notes:

- (1) PwC are the auditors of ARC and have confirmed with respect to ARC that it is independent within the meaning of the Rules of Professional Conduct with Guidance of the Institute of Chartered Professional Accountants of Alberta.
- (2) To the knowledge of ARC, none of the Persons so named above (or any of the "designated professionals" (as defined in Form 51-102F2 – *Annual Information Form*) thereof) held securities representing more than 1% of all issued and outstanding ARC 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 ARC, Shell, Shell Canada or of any associate or affiliate of ARC, Shell or Shell Canada, as applicable.

ADDITIONAL INFORMATION

Additional information relating to ARC is available on SEDAR+ at www.sedarplus.ca. Financial information in respect of ARC and its affairs is provided in the ARC Annual Financial Statements, the ARC Annual MD&A, the ARC Q1 Interim Financial Statements and the ARC Q1 Interim MD&A. Additional information, including directors' and officers' remuneration and the securities authorized for issuance under equity compensation plans, is contained in the ARC AIF and the ARC Annual Circular. Copies of these documents may be obtained on request without charge from ARC's Investor Relations department at Suite 1500, 308 – 4th Ave S.W., Calgary, AB T2P 0H7 (telephone 403-503-8600 or by email at ir@arcresources.com) and are also available electronically on ARC's website at www.arcresources.com or SEDAR+ issuer profile at www.sedarplus.ca.

APPENDIX G

INFORMATION CONCERNING SHELL

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.

This Appendix G is for information purposes only and does not constitute, nor is to be construed as, an offer to sell or the recommendation, solicitation, inducement or offer to buy, subscribe for or sell Shell Shares or any other securities by Shell or any other party. Further, it should not be treated as giving investment, legal, accounting, regulatory, taxation or other advice and has no regard to the specific investment or other objectives, financial situation or particular needs of any recipient.

No securities regulatory authority or stock exchange in Canada, the United Kingdom, the Netherlands, the United States or elsewhere has expressed an opinion about, or passed upon the fairness or merits of, the transactions described in this Appendix G, including the Arrangement, the securities being offered pursuant to such transactions or the adequacy of the information contained in this Appendix G, and it is an offense to claim otherwise. No securities regulatory authority or stock exchange in Canada, the United Kingdom, the Netherlands, the United States or elsewhere has approved or registered this Appendix G, and this Appendix G is not required to be registered with a securities regulatory authority or stock exchange in any such jurisdiction.

This Appendix G has not been approved or disapproved by the SEC or the securities regulatory authority of any state of the United States, nor has the SEC or the securities regulatory authority of any state of the United States passed on the adequacy or accuracy of this Appendix G. Any representation to the contrary is a criminal offence. The Shell Shares to be issued pursuant to the Arrangement will not be registered under the U.S. Securities Act, or the Securities Laws of any state of the United States. Such securities will be issued in reliance upon the exemption from registration provided by section 3(a)(10) of the U.S. Securities Act on the basis of the approval of the Court, which will consider, among other things, the fairness of the Arrangement to the persons affected.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Appendix G, and in certain documents incorporated by reference in this Appendix G, constitute forward-looking statements. Such forward-looking statements relate to the financial condition, results of operations and businesses of Shell. Each forward-looking statement speaks only as of the date of this Circular. Neither ARC nor Shell nor their respective subsidiaries undertake any obligation to publicly update or revise any forward-looking statement in this Appendix G as a result of new information, future events or other information, other than as required by applicable Securities Laws. See "*Forward-Looking Statements*" in this Circular.

DOCUMENTS INCORPORATED BY REFERENCE

Information regarding Shell has been incorporated by reference in this Circular from documents filed by Shell with the SEC. The documents listed below, which contain important information about Shell, its business and its financial condition, and which were previously filed by Shell with the SEC, are specifically incorporated by reference into and form an integral part of this Appendix G and this Circular:

- The Shell Annual Report on Form 20-F for the year ended December 31, 2025 containing, among other things, Shell's audited consolidated financial statements at December 31, 2025 and December 31, 2024 and for the years ended December 31, 2025, December 31, 2024 and December 31, 2023, together with Exhibits 2.6 and 8.1 thereto, but excluding each other exhibit thereto; and
- Shell's Report on Form 6-K dated May 7, 2026 containing, among other things, Shell's unaudited condensed financial report for the three-month period ended March 31, 2026 (the "**Shell Q1 Form 6-K**").

Any future Form 6-K filings made with the SEC to update the outlook set forth in the Shell Q1 Form 6-K prior to the ARC Meeting will be deemed to be incorporated by reference in this Circular.

Shell's reserves information provided in the Shell Annual Report is prepared in accordance with SEC Rules and the United States Financial Accounting Standards Board Topic 932 – "Extractive Activities – Oil and Gas". There are significant differences in the type of volumes disclosed and the basis from which the volumes are economically determined under the SEC requirements and NI 51-101. For example, the SEC requires disclosure using 12-month average prices and current costs; whereas NI 51-101 requires using forecast pricing and costs. Therefore, the difference between the reported numbers under the two disclosure standards can be material. See also "*Advisory Regarding Oil and Gas Information – Reserves Classification*", "*Exemptive Relief – Circular Disclosure Relief*" and "*Risk Factors*" in this Circular.

Shell's executive compensation disclosure contained in the Shell Annual Report has been prepared in accordance with the UK Rules. Readers are cautioned that the disclosure requirements under the UK Rules are different than Canadian disclosure requirements and as such may not be directly comparable to disclosure required by Applicable Canadian Securities Laws. See "*Exemptive Relief – Circular Disclosure Exemption Order*" in this Appendix G.

SHELL PLC

Shell and its subsidiaries (collectively, the "**Shell Group**") are a global group of energy and petrochemical companies, employing around 85,000 people (as of December 31, 2025) across more than 70 countries. The Shell Group's activities include oil and gas exploration and production, and the marketing of fuels, lubricants and chemical products. The Shell Group also offers low-carbon energy products and solutions.

Shell is a public limited company organized under the laws of England and Wales having its headquarters and registered office at Shell Centre, London, SE1 7NA, United Kingdom. See Exhibit 8.1 to the Shell Annual Report for a list and description of Shell's significant subsidiaries. Shell is not a reporting issuer in any province or territory of Canada.

RECENT DEVELOPMENTS

The Arrangement

On April 27, 2026, Shell, Shell Canada and ARC entered into the Arrangement Agreement pursuant to which Shell Canada agreed to directly or indirectly acquire all of the issued and outstanding ARC Shares. The Arrangement will be effected by way of a court-approved Plan of Arrangement under the ABCA involving, pursuant to the terms of the Arrangement Agreement, the Interim Order and the Final Order, among others, Shell, Shell Canada, ARC and the ARC Shareholders. Subject to the satisfaction or waiver of all conditions to the Arrangement set out in the Arrangement Agreement, Shell Canada will directly or indirectly acquire all of the issued and outstanding ARC Shares on the Effective Date, or may assign its right to acquire the ARC Shares to an affiliate (which may be Shell).

If completed, the Arrangement will result in ARC becoming a wholly-owned direct or indirect subsidiary of Shell. In accordance with the Plan of Arrangement, commencing at the Effective Time, each ARC Shareholder (other than Dissenting ARC Shareholders) shall be entitled to receive for each ARC Share held: (i) \$8.20 in cash; and (ii) 0.40247 of a Shell Share, subject to rounding, withholding and Stamp Taxes and other adjustments, in each case as set out in the Plan of Arrangement.

Former ARC Shareholders are expected to own approximately 3.9% of the outstanding Shell Shares (on an as-converted basis, taking into account the ADS). The pro forma ownership in Shell is based on Shell's issued share capital of 5,586,155,889 Shell Shares as of May 31, 2026 (on an as-converted basis, taking into account the ADS). For further information regarding the Arrangement Agreement and the Arrangement, see "*The Arrangement*" in this Circular.

Impact of the Middle East Conflict

On March 19, 2026, Shell provided an update on the impact of the Middle East conflict on its facilities. Shell confirmed no damage to train one at the Pearl GTL (Gas-to-Liquids) facility in Qatar, but an initial assessment indicated approximately one year for full repair of train two at the Pearl GTL facility following attacks on March 18, 2026. Shell also noted that QatarEnergy LNG N(4), a joint venture with QatarEnergy in which Shell has a 30% interest equating to 2.4 million tonnes per annum of equity production, had not been impacted during the attacks. However, QatarEnergy shut in production on March 2, 2026 across all LNG facilities and subsequently declared force majeure. See also the Shell Q1 Form 6-K for a further update on these events.

Sale of Jiffy Lube International

On March 9, 2026, Pennzoil Quaker State Company DBA SOPUS Products ("**Pennzoil**"), which comprises Shell's United States lubricants business, entered into an agreement to sell Jiffy Lube International and its subsidiary, Premium Velocity Auto LLC ("**PVA**"), to an affiliate of Monomoy Capital Partners ("**Monomoy**") for US\$1.3 billion. As part of this transaction, Pennzoil has entered into a long-term lubricants supply agreement with Monomoy. The sale includes the Jiffy Lube brand and a network of franchised stores that are owned and operated by independent franchisees, in addition to franchised stores that are owned and operated by PVA. Shell will retain its Pennzoil Quaker State, Rotella and other Shell lubricants brands, along with the marketing, manufacturing and distribution of lubricants in the U.S. and Canada that serve consumer, commercial and industrial sectors. The transaction is expected to close in the third quarter of 2026, subject to closing conditions.

THREE YEAR HISTORY

2025

Final Investment Decision on Kaikias Waterflood Project

On December 16, 2025, Shell Offshore Inc. ("**Shell Offshore**") took a final investment decision on a waterflood project at its Kaikias field in the U.S. Gulf of America. The project involves using injected water to displace additional oil in the reservoir formation, which supplies production to Shell's Ursa platform in the Mars Corridor.

Acquisition of Equity Stakes in Atapu and Mero

On December 4, 2025, Shell Brasil Petróleo Ltda. ("**Shell Brasil**") acquired additional equity stakes in Brazil's Atapu and Mero offshore pre-salt oil projects, strengthening Shell's position in areas where it has existing assets.

Formation of Adura Joint Venture

On December 1, 2025, Shell U.K. Limited and Equinor U.K. Limited completed the formation of Adura, a new joint venture that is the largest independent producer in the UK North Sea. Jointly owned by Shell (50% interest) and Equinor (50% interest), Adura assumed interest in 12 producing oil and gas assets and projects in execution, including Mariner, Rosebank, Buzzard, Shearwater, Penguins, Gannet, Nelson, Pierce, Jackdaw, Victory, Clair and Schiehallion.

Acquisition of Interest in Nigeria's Deep-Water Bonga Field

On November 25, 2025, Shell Nigeria Exploration and Production Company Limited ("**SNEPCo**") completed an agreement with TotalEnergies EP Nigeria Limited to acquire its 12.5% stake in the OML 118 Production Sharing Contract ("**OML 118 PSC**"), an oil mining lease offshore Nigeria that includes the Bonga field. This transaction increases Shell's interest in the OML 118 PSC from 55% to 65%.

Final Investment Decision on the HI Gas Project

On October 14, 2025, SNEPCo, in partnership with Sunlink Energies and Resources Limited, made a final investment decision on the HI gas project offshore Nigeria.

Cancellation of Rotterdam Biofuels Plant

On September 3, 2025, Shell Nederland Raffinaderij B.V. announced that it would not restart construction of its planned biofuels facility at the Shell Energy and Chemicals Park in Rotterdam, which had begun in 2022. Following an in-depth commercial and technical evaluation, Shell determined that the project would be insufficiently competitive to meet customer needs for affordable, low-carbon products.

Sale of Interest in Colonial Enterprises

On July 31, 2025, Shell Midstream Operating LLC completed the sale of its 16.125% interest in Colonial Enterprises, Inc. to a subsidiary of Brookfield Infrastructure Partners L.P. for US\$1.45 billion.

First LNG Cargo from LNG Canada

On June 30, 2025, Shell Canada Energy announced that the first cargo of LNG left the LNG Canada facility on the west coast of Canada. Located in Kitimat, British Columbia, the facility will export LNG from two processing units with total capacity of 14 million tonnes per annum, with Shell holding the largest working interest at 40%. The project includes an option for a future Phase 2 expansion, which could bring total capacity to 28 million tonnes per annum.

Start of Production at Mero-4 FPSO in Brazil Pre-Salt

On May 26, 2025, Shell Brasil announced the start of production at the floating production storage and offloading facility Alexandre de Gusmão in the Mero field in the Santos Basin offshore Brazil.

Acquisition of Working Interest in the Ursa Platform in Gulf of America

On May 1, 2025, Shell Offshore and Shell Pipeline Company completed a transaction to acquire a 15.96% working interest from ConocoPhillips Company in the Shell-operated Ursa platform in the U.S. Gulf of America, increasing Shell's interest from 45.39% to 61.35%.

Divestment of Energy and Chemicals Park Singapore

On April 1, 2025, Shell Singapore Pte Ltd. completed the divestment of its Energy and Chemicals Park in Singapore to CAPGC Pte. Ltd. ("CAPGC"), a joint venture between Chandra Asri Capital Pte. Ltd. and Glencore Asian Holdings Pte. Ltd. The transaction transferred all of Shell's interest in Shell Energy and Chemicals Park Singapore to CAPGC.

Acquisition of Pavilion Energy

On April 1, 2025, Shell Eastern Trading Pte. Ltd. completed the acquisition of 100% of the shares in Pavilion Energy Pte. Ltd., including its LNG offtake and supply contracts, regasification capacity and LNG bunkering business. Pavilion Energy Pte. Ltd. includes a global LNG trading business with about 6.5 million tonnes per annum of contracted supply volume.

Final Investment Decision for Gato do Mato

On March 21, 2025, Shell Brasil took the final investment decision for Gato do Mato, a deep-water project in the pre-salt area of the Santos Basin, offshore Brazil, with Shell as operator holding a 50% stake. The development is anticipated to commence operations in 2029.

Sale of The Shell Petroleum Development Company of Nigeria

On March 13, 2025, Shell completed the sale of The Shell Petroleum Development Company ("SPDC") of Nigeria Limited to Renaissance, a consortium of five companies comprised of four exploration and production companies based in Nigeria and an international energy group. The consideration payable to Shell was US\$1.3 billion, with additional cash payments of up to US\$1.1 billion primarily relating to prior receivables and cash balances in the business. The divestment of SPDC aligns with Shell's intent to simplify its presence in Nigeria through an exit of onshore oil production in the Niger Delta and a focus of future disciplined investment in its Deepwater and Integrated Gas positions.

Restart of Production at the Penguins Field

On February 4, 2025, Shell restarted production at the Penguins field in the UK North Sea with a modern floating, production, storage and offloading facility (Shell 50% interest, operator; NEO Energy 50% interest).

Acquisition of RISEC Holdings

On January 24, 2025, Shell Energy North America (US), L.P. completed the acquisition of a 100% equity stake in RISEC Holdings, LLC, which owns a 609-megawatt combined-cycle gas turbine power plant in Rhode Island, USA.

Expansion of Petrochemical Complex in China

On January 15, 2025, China National Offshore Oil Corporation and Shell Petrochemicals Company Limited, a joint venture between Shell Nanhai B.V. and CNOOC Petrochemicals Investment Ltd, took a final investment decision to expand its petrochemical complex in Daya Bay, Huizhou, south China, including a third ethylene cracker with a planned capacity of 1.6 million tonnes per year of ethylene. The investment also includes a new facility, which is expected to produce 320,000 tonnes per year of high-performance specialty chemicals, such as polycarbonates and carbonate solvents. The expansion is expected to be completed in 2028.

Start of Production at the Whale Facility in the U.S. Gulf of Mexico

On January 9, 2025, Shell Offshore announced that production had started at the Shell-operated Whale floating production facility in the U.S. Gulf of Mexico (the "Whale Facility"). The Whale Facility development is owned by Shell Offshore (60% interest, operator) and Chevron U.S.A. Inc. (40% interest).

2024

Final Investment Decision on Bonga North Deep-Water Project, Nigeria

On December 16, 2024, SNEPCo announced the final investment decision on Bonga North, a deep-water project off the coast of Nigeria. The project involves drilling 16 wells, modifications to the existing Bonga Main FPSO and the installation of new subsea hardware, with first oil expected by the end of the decade.

Start of Production at Mero-3, Third FPSO in Brazil Pre-Salt

On October 31, 2024, Shell Brasil announced the start of production of the floating production storage and offloading facility Marechal Duque de Caxias in the Mero field ("FPSO"), in the pre-salt area of the Santos Basin, offshore Brazil. Also known as Mero-3, the FPSO has an operational capacity of 180,000 barrels of oil per day (Shell share 19.3%).

Final Investment Decision on the Vito Waterflood Project, Gulf of Mexico Field

On August 14, 2024, Shell Offshore took a final investment decision on a waterflood project at its Vito asset in the U.S. Gulf of Mexico, which is expected to significantly enhance volume capacity at the Vito field, with the process due to begin in 2027.

Phase 2 Development of the Surat Gas Project in Australia

On August 12, 2024, Arrow Energy, an incorporated joint venture between Shell (50% interest) and PetroChina (50% interest), announced plans to develop Phase 2 of Arrow Energy's Surat Gas Project in Queensland, Australia.

First Gas at the Jerun Field in Malaysia

On July 11, 2024, it was announced that first gas was achieved at the Jerun field in Malaysia, by the operator SapuraOMV Upstream Sdn Bhd. Shell has a 30% equity stake in the field, through its Malaysian subsidiary, Sarawak Shell Berhad ("SSB").

Investment in the Ruwais LNG Project in Abu Dhabi

On July 10, 2024, Shell Overseas Holdings Limited signed an agreement to invest in the Abu Dhabi National Oil Company's Ruwais LNG project in Abu Dhabi through a 10% participating interest. The Ruwais LNG project will consist of two 4.8 million metric tonnes per annum ("mmtpa") LNG liquefaction trains with a total capacity of 9.6 mmtpa. Shell International Trading Middle East Limited FZE, a subsidiary of Shell, also signed an agreement to offtake 1 mmtpa of LNG produced by the project.

Final Investment Decision on the Manatee Gas Field in Trinidad and Tobago

On July 9, 2024, Shell Trinidad and Tobago Ltd. announced the final investment decision on the Manatee gas field in Trinidad and Tobago. Shell is the operator of Manatee with a 100% working interest, with production slated to start in 2027.

Final Investment Decision for Carbon Capture and Storage Projects in Canada

On June 26, 2024, Shell Canada Products announced the final investment decision for carbon capture and storage projects in Canada: the first being Polaris, a carbon capture project at the Shell Energy and Chemicals Park, Scotford in Alberta, Canada, designed to capture approximately 650,000 tonnes of CO₂ annually from the Shell-owned Scotford refinery and chemicals complex; and the second being the Atlas Carbon Storage Hub ("Atlas") in partnership with ATCO EnPower. The first phase of Atlas will provide permanent underground storage for CO₂ captured by the Polaris project.

Final Investment Decision for Atapu-2 in Brazil's Pre-Salt

On May 8, 2024, the Petrobras-operated Atapu consortium (in which Shell has a 16.7% interest) announced a final investment decision for the Atapu-2 project, a second floating production, storage and offloading vessel to be deployed at the Atapu field in Brazil's offshore Santos Basin.

Sale of Interest in SouthCoast Wind Energy LLC

On March 20, 2024, Shell New Energies US LLC sold its 50% interest in SouthCoast Wind, a joint venture established to develop wind projects off the coast of Massachusetts, USA, to its partner, Ocean Winds North America LLC.

Final Investment Decision for Wesseling Base Oils Conversion

On January 25, 2024, Shell Deutschland GmbH took a final investment decision to convert the hydrocracker at the Wesseling site of the Energy and Chemicals Park Rheinland in Germany into a production unit for Group III base oils used in making high-quality lubricants.

Sale of Interest in Madison Fields Solar Development

In January 2024, Shell Wind Energy Inc. and Savion Equity, LLC completed the sale of their 50% interest in the Madison Fields 180 MW solar development in Ohio, USA, to InfraRed Capital Partners.

2023

First Production at Mero-2 in Brazilian Pre-Salt

On December 31, 2023, Shell Brasil announced first production at the FPSO Sepetiba (also known as Mero-2) in the Mero field, offshore Santos Basin in Brazil.

Final Investment Decision for Sparta Development in the Gulf of Mexico

On December 19, 2023, Shell Offshore announced the final investment decision for Sparta, a deep-water development in the U.S. Gulf of Mexico. The project is owned by Shell Offshore (51% interest, operator) and Equinor Gulf of Mexico LLC (49% interest), and production is scheduled to begin in 2028. Sparta represents an enhanced replication of the Vito Facility (as defined below) and Whale Facility designs, replicating about 95% of Whale Facility's hull and 85% of Whale Facility's topsides.

Extension of Oman LNG Shareholders' Agreement

On October 23, 2023, Shell Gas BV ("**Shell Gas**") and partners in the Oman LNG LLC venture signed an amended shareholders' agreement extending the business beyond 2024, with Shell Gas remaining the largest private shareholder with a 30% shareholding.

Sale of Interest in Masela PSC in Indonesia's Masela block

On October 18, 2023, Shell sold its 35% interest in Indonesia's Masela PSC to PT Pertamina Hulu Energi and PETRONAS Masela Sdn. The sale included the Abadi gas project.

Start of Gas Production at the Timi Platform in Malaysia

On August 28, 2023, SSB announced that gas production had started at its Timi platform in Malaysia under the SK318 production sharing contract. Timi features Shell's first wellhead platform in Malaysia powered by a solar and wind hybrid power system.

Investment in QatarEnergy LNG NFS(2)

In June 2023, Shell completed the purchase of 25% of the shareholding in the QatarEnergy LNG NFS(2) joint venture, which owns a 37% interest in the North Field South ("NFS") project; Shell's ownership of NFS via its joint venture shareholding is 9.375%.

Restart of Operations at the Pierce Field in the UK North Sea after Major Redevelopment to Enable Gas Production

On April 18, 2023, Shell U.K. Ltd completed the restart of operations at the Pierce field in the UK Central North Sea, following a significant upgrade to allow gas to be produced after years of the field producing only oil. Pierce is a joint arrangement between certain Shell companies (operator, 92.52% interest) and Ithaca Energy (U.K.) Limited (7.48% interest).

Sale of Interests in Malaysia Baram Delta

On March 15, 2023, SSB completed the sale of certain non-operated interests, 40% in the Amended 2011 Baram Delta EOR Production Sharing Contract and 50% in the SK 307 Production Sharing Contract, in Malaysia to Petroleum Sarawak Exploration & Production Sdn. Bhd.

Withdrawal from the Salym Petroleum Development in Russia

On March 3, 2023, Shell Salym Development B.V. completed the withdrawal from its 50% interest in the Salym project in Western Siberia, Russia, which had been jointly developed with Gazprom Neft. Shell's share in the venture, along with other associated interests, was acquired by Gazprom Neft.

Sale of Interest in Aera Energy

On February 28, 2023, Shell Offshore completed the sale of its 100% interest in Shell Onshore Ventures LLC, which holds a 51.8% membership interest in Aera Energy LLC, to IKAV, for total consideration of approximately US\$2 billion in cash with additional contingent payments.

Acquisition of Renewable Natural Gas Producer Nature Energy Biogas

On February 20, 2023, Shell completed the acquisition of 100% of the shares of Nature Energy Biogas A/S for nearly US\$2 billion, including its portfolio of operating plants, associated feedstock supply and infrastructure and its pipeline of growth projects.

Start of Production at the Vito Facility in U.S. Gulf of Mexico

On February 16, 2023, Shell Offshore announced that production had started at the Shell-operated Vito floating production facility in the U.S. Gulf of Mexico (the "**Vito Facility**"). The Vito Facility was Shell's first deep-water platform in the U.S. Gulf of Mexico to employ a simplified, cost-efficient host design. The Vito Facility development is owned by Shell Offshore (63.11% interest, operator) and Equinor (36.89% interest).

CAPITAL STOCK

Ordinary Shares

Shell has one single class of ordinary shares, the Shell Shares, each having a nominal value of €0.07. Holders of Shell Shares are entitled to a dividend as and when declared by the Shell Board. Subject to applicable law and the Shell Articles, the Shell Shares have voting rights on all matters that are subject to Shell Shareholder approval, including the election of directors. The voting rights of each Shell Share carry one vote at a general meeting of Shell.

See the Shell Annual Report and Exhibit 2.6 to the Shell Annual Report for a description of the Shell Articles and the general terms and provisions of the Shell Shares.

American Depositary Shares

Shell ADRs evidencing American Depositary Shares ("**ADSs**") are issuable pursuant to a deposit agreement entered into by Shell with JPMorgan Chase Bank, N.A., as depositary (the "**ADS Depositary**"), and holders and beneficial owners from time to time of Shell ADRs. Each ADS represents the right to receive two Shell Shares.

The ADS Depositary is the registered shareholder of the Shell Shares underlying the ADSs and enjoys the rights of a Shell Shareholder under the Shell Articles.

Holders and owners of interests in ADSs are not shareholders of Shell and have no direct rights of a shareholder against Shell.

See Exhibit 2.6 to the Shell Annual Report for a summary of the rights of the holder of an ADS.

Outstanding Security Data

As of May 31, 2026, there were 5,586,155,889 issued and fully paid Shell Shares, of which 981,451,658 are held in the form of 490,725,829 Shell ADRs (each Shell ADR represents one American Depositary Share, which in turn, represents a right to receive two outstanding Shell Shares held by a depositary).

DIVIDEND POLICY

Shell pays interim cash dividends on a quarterly basis at the discretion of the Shell Board. See "*Other Regulatory and Statutory Information – Financial Statements, Dividends and Dividend Policy*" in the Shell Annual Report.

The amount of cash dividends declared per security on the Shell Shares in 2023, 2024 and 2025 is set out in the table below:

Declared in Respect of Quarter Ended	US\$(1) per Shell Share ⁽²⁾			US\$ million		
	2025	2024	2023	2025	2024	2023
March	0.358	0.344	0.2875	2,122	2,177	1,983
June	0.358	0.344	0.3310	2,103	2,167	2,179
September	0.358	0.344	0.3310	2,068	2,114	2,201
December	0.372	0.358	0.3440	2,100	2,179	2,210
Total	1.432	1.376	1.237	8,393	8,637	8,573

Notes:

- (1) Shell Shareholders may elect to receive their dividends in U.S. dollars, euros or pounds sterling, with the pound sterling and euro equivalent amounts determined by reference to average market exchange rates over three dealing days prior to the relevant announcement date. In the absence of a valid currency election, persons holding Shell Shares through Euroclear Nederland received dividends in euros, and all other Shell Shareholders (both in certificated and uncertificated form) received dividends in pounds sterling.
- (2) Each ADS represents two Shell Shares, with ADS dividends paid accordingly at twice the per-Shell Share rate.

On February 5, 2026, the Shell Board announced an interim dividend in respect of the fourth quarter of 2025 of US\$0.372 per Shell Share (equal to US\$0.744 per ADS). The dividend was payable on March 30, 2026 to Shell Shareholders on the Shell register at February 20, 2026. On May 7, 2026, the Shell Board announced an interim dividend in respect of the first quarter of 2026 of US\$0.3906 per Shell Share (equal to US\$0.7812 per ADS). The dividend will be payable on June 29, 2026 to Shell Shareholders on the Shell register as at May 22, 2026.

CREDIT RATINGS

Shell has been assigned the following credit ratings from each of S&P Global Ratings ("**S&P**"), Moody's Investors Service, Inc. ("**Moody's**") and Fitch Ratings Ltd ("**Fitch**"), which remain in effect as at the date of this Circular:

	S&P	Moody's	Fitch
Short-term	A-1	P-1	F1+
Long-term	A+	Aa2	AA-
Outlook	Stable	Stable	Stable

The A+ long-term issuer credit rating assigned by S&P is the third highest rating of S&P's ten rating categories for long-term debt which range from AAA to D. An A credit rating indicates a strong capacity to meet financial

commitments, but it is more susceptible to adverse economic conditions. Entities rated A are generally stable and financially sound, yet they may face challenges during economic downturns or periods of financial instability. This rating suggests that while the issuer is likely to meet its obligations, there is a moderate level of risk involved. The ratings from AA to CCC may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. S&P's short-term credit rating of A-1 is the second highest short-term rating category, indicating a strong capacity to meet financial commitments.

The Aa2 long-term issuer rating assigned by Moody's is the second highest rating of Moody's nine rating categories for long-term debt, which range from Aaa to C. Moody's appends numerical modifiers from one to three on its long-term debt ratings from Aa to Caa to indicate where the obligation ranks within a particular ranking category, with the two modifier indicating a mid-range ranking. A modifier of one indicates that the obligation ranks on the higher end of its generic rating category and a modifier of three indicates that the obligation ranks on the lower end of its generic rating category. Obligations rated Aa are defined by Moody's as being judged to be of high quality and subject to very low credit risk. Moody's short-term rating of P-1 is the highest short-term rating category, indicating a superior ability to repay short-term obligations.

The AA- long-term issuer default rating assigned by Fitch is the second highest rating of Fitch's ten rating categories for long-term debt, which range from AAA to D. An obligor rated AA is judged by Fitch to denote expectations of very low default risk, indicating a very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events. The ratings from AA to CCC may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. Fitch's short-term rating of F1+ is the highest short-term rating category, indicating the strongest intrinsic capacity for timely payment of financial commitments.

In general, the long-term credit ratings address the creditworthiness of an issuer and its capacity to meet its senior unsecured long-term financial obligations. The short-term ratings address an issuer's capacity to meet short-term financial obligations. Ratings are intended to provide investors with an independent view of credit quality. They are not a recommendation to buy, sell or hold securities and do not address the market price or suitability of a specific security for a particular investor. Credit ratings may not reflect the potential impact of all risks on the value of securities. In addition, real or anticipated changes in the rating assigned to a security will generally affect the market value of that security. Investors cannot be assured that a rating will remain in effect for any given period of time or that a rating will not be revised or withdrawn entirely by a rating agency in the future. Each rating should be evaluated independently of any other rating.

As at the date of this Circular, Shell is not aware of any announcement made by, or any proposed announcement to be made by, S&P, Moody's or Fitch to the effect that any such organization is reviewing or intends to revise or withdraw any rating previously assigned and disclosed above.

Shell has paid fees to S&P, Moody's and Fitch for credit rating services relating to the Shell Group. Other than those payments made in respect of credit ratings, no additional payments have been made to such rating agencies for any other services provided during the past two years.

CONSOLIDATED CAPITALIZATION

The following table sets out the consolidated capitalization of Shell as at March 31, 2026, both before and after giving effect to the Arrangement, including the issuance of Shell Shares pursuant to the Arrangement.

(US\$ millions)	As at March 31, 2026	As at March 31, 2026 after giving effect to the Arrangement
Cash and cash equivalents	(23,117)	(19,792)
Debt including lease liabilities	75,645	78,340
Equity	174,601	185,369

Total capitalization**227,129****243,917**

The above table reflects the closing price of Shell securities as at March 31, 2026, as if the Arrangement had been completed as at that date.

PRIOR SALES

Shell has not issued any Shell Shares or securities that are convertible or exchangeable into Shell Shares during the twelve-month period preceding the date of this Circular.

TRADING PRICE AND VOLUMES

The Shell Shares are listed and admitted to trading on the LSE under the symbol "SHEL", and on Euronext under the symbol "SHELL". The Shell Shares are transferable between these two markets. The following table sets out the high and low trading prices and trading volumes for the Shell Shares on a monthly basis for the period from June 1, 2025 to June 8, 2026 on the LSE, being the marketplace on which the greatest volume or quotation for the Shell Shares generally occurs.

The Shell ADRs are listed on the NYSE under the symbol "SHEL". The following table also sets out the high and low trading prices and trading volumes for the Shell ADRs on a monthly basis for the period from June 1, 2025 to June 8, 2026 on the NYSE.

Month	LSE			NYSE		
	(Shell Shares)			(Shell ADRs)		
	High	Low	Volume	High	Low	Volume
June 2025	£27.19	£24.44	119,390,000	US\$73.155	US\$66.83	17,170,000
July 2025	£27.73	£25.42	105,880,000	US\$73.20	US\$69.225	14,430,000
August 2025	£27.545	£26.015	92,920,000	US\$74.20	US\$70.81	10,150,000
September 2025	£27.635	£25.99	136,690,000	US\$73.98	US\$70.44	14,110,000
October 2025	£29.03	£26.29	112,470,000	US\$76.38	US\$71.19	15,360,000
November 2025	£29.375	£27.405	103,360,000	US\$77.46	US\$72.48	13,110,000
December 2025	£28.205	£26.065	103,370,000	US\$75.17	US\$70.12	13,130,000
January 2026	£28.18	£25.54	139,600,000	US\$78.15	US\$68.63	16,690,000
February 2026	£30.78	£27.23	132,910,000	US\$83.66	US\$74.48	17,500,000
March 2026	£35.91	£30.49	216,550,000	US\$94.90	US\$81.55	26,590,000
April 2026	£35.895	£31.70	141,950,000	US\$94.64	US\$86.00	25,850,000
May 2026	£33.415	£30.78	106,980,000	US\$90.49	US\$83.16	21,380,000
June 1 to 8	£32.785	£31.355	31,050,000	US\$88.01	US\$84.975	4,820,000

ORDINARY SHARE BUYBACK PROGRAMS

At Shell's annual general meeting held on May 19, 2026, Shell Shareholders granted Shell the authority to repurchase up to a maximum of 10% of its issued Shell Shares, excluding treasury shares, comprising up to 565.55 million Shell Shares. The current annual Shell Shareholder authorization for share buybacks will expire at the earlier of the close of business on August 18, 2027 and the end of Shell's annual general meeting to be held in 2027. The Shell share buybacks over this period may be made either on London market exchanges (the LSE and/or BATS and/or Chi-X) (the "**UK Markets**") or Netherlands exchanges (Euronext and/or CBOE Europe DXE and/or Turquoise Europe) (the "**NL Markets**"), subject to market conditions, applicable legal requirements and other relevant factors. During any period for Shell's share buybacks authorized by Shell Shareholders, Shell may announce and commence individual buyback programs (a "**buyback program**"). The purpose of Shell's share buybacks is to reduce the issued share capital of Shell. The Shell Shareholder authority for Shell to buyback Shell Shares stipulates that Shell Shares bought back will either be cancelled or held in treasury. In practice, all Shell Shares repurchased as part of a share buyback program will be cancelled.

Shell currently undertakes share buybacks in quarterly programs, with details announced by Shell at the time of implementation. On May 7, 2026, Shell announced the commencement of a US\$3.0 billion share buyback program covering an aggregate contract term of approximately three months (the "**current quarterly program**"). Purchases pursuant to the current quarterly program will be via UK Markets repurchases only. The maximum number of Shell Shares that may be purchased or committed to be purchased by Shell under the current quarterly program is 320 million, which is authorized pursuant to the relevant authorities granted by the Shell Shareholders at Shell's 2025 annual general meeting.

Each share buyback program is carried out pursuant to one or more buyback contract(s) between Shell and a broker who executes the purchases under the share buyback program on Shell's behalf, within contractually agreed parameters. Although Shell's current quarterly program is being conducted on UK Markets only, since mid-2022, Shell share buyback programs have also been, and in the future may also be, conducted on NL Markets. The Shell ADRs, which are listed for trading on the NYSE and each such Shell ADR representing two Shell Shares, are not subject to any buyback program.

Upon expiry of Shell's current shareholder authorization for Shell share buybacks, Shell may seek approval to establish further buyback programs relating to the Shell Shares as it has in years past. Shell's current quarterly program and any future buyback program will be effected in accordance with securities laws, including with respect to market abuse, and listing rules in the UK, the Netherlands and the EU (the "**UK, NL and EU Securities Laws**"). This regulatory framework comprises restrictions and requirements applicable to Shell's buyback programs, including:

- a requirement for public disclosure at the outset of each buyback program, including the dates and volume of Shell Shares to be traded during the time period of the relevant buyback program;
- daily volume limits, which cap purchases on any trading day at a specified percentage (not exceeding 25%) of the average daily trading volume over the preceding 20 trading days;
- price limits, which restrict Shell Shares from being purchased at prices materially above prevailing market levels. Specifically, these limits cap the price at which Shell Shares may be purchased at the higher of:
 - 5% above the average market price of the Shell Shares in the five business days prior to the date of the purchase, and
 - the higher of the price of the last independent trade and the highest current independent purchase bid on the trading venue where the purchase is carried out;
- execution being limited to recognized trading venues permitted under UK, NL and EU Securities Laws;
- timing restrictions, which prohibit orders from being placed during an auction phase;

- the purchasing bank acting independently of Shell and in compliance with UK, NL and EU Securities Laws; and
- disclosures being made to the market and relevant regulators within seven trading days of any relevant purchase, which disclose volumes, prices and trading venues.

Given the securities law requirements that apply to Shell in connection with Shell Canada's agreement to acquire the ARC Shares pursuant to the Arrangement Agreement, it will be necessary to suspend the current quarterly program from the time of publication of this Circular until the conclusion of the ARC Meeting. Any buybacks not undertaken due to such suspension will be part of the remaining 2026 buyback programs (subject to Shell Board approval).

BOARD MANDATE AND AUDIT COMMITTEE MANDATE

See Exhibit 1 to this Appendix G for a list of matters reserved for the Shell Board, which represents the Shell Board's written mandate. See Exhibit 2 to this Appendix G for the terms of reference of Shell's Audit and Risk Committee.

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Since January 1, 2023, to the knowledge of Shell's management after reasonable inquiry, no director or executive officer of Shell, or person or company that beneficially owns, or controls or directs, directly or indirectly, more than 10% of any class or series of Shell's outstanding voting securities, or any associate or affiliate of any of the foregoing, had any material interest, direct or indirect, in any transaction that has materially affected or is reasonably expected to materially affect Shell or a subsidiary of Shell.

RISK FACTORS

An investment in the securities of Shell is subject to certain risks. Risks related to the Shell Group and its business are described under the heading "*Risk factors and risk management*" in the Shell Annual Report, which is incorporated by reference herein. Readers should also carefully review and consider all other information contained in this Circular, including the matters and cautionary statements discussed under the heading "*Risk Factors*" in the body of this Circular.

AUDITOR AND REGISTRAR

Ernst & Young LLP is the auditor of Shell, located at 1 More London Place, London, United Kingdom SE1 2AF. Equiniti is the registrar and transfer agent for Shell Shares, located at Aspect House, Spencer Road, Lancing, West Sussex, United Kingdom BN99 6DA.

INTERESTS OF EXPERTS

Ernst & Young LLP is named as having prepared or certified a statement, report, valuation or opinion included herein in a document incorporated by reference and whose profession or business gives authority to the statement, report, valuation or opinion with respect to Shell.

Ernst & Young LLP has confirmed that they are independent, with respect to Shell, within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies and applicable legislation or regulations.

EXEMPTIVE RELIEF

Share Buyback Exemption Order

Assuming completion of the Arrangement, Shell will become a reporting issuer in each province of Canada and will be subject to Canadian issuer bid rules. Shell has requested exemptive relief from the applicable Canadian securities regulators by way of an order exempting Shell from the requirements applicable to issuer bids in Part 2 of NI 62-104

to permit buyback programs on the UK Markets and the NL Markets authorized pursuant to the relevant authorities granted by Shell Shareholders and established by Shell on those markets from time to time (the "**Share Buyback Exemption Order**"). The Share Buyback Exemption Order relief is conditional on, among other things:

- such repurchase programs being permitted under the UK, NL and EU Securities Laws and being established and conducted in accordance with the UK, NL and EU Securities Laws;
- the aggregate number of Shell Shares acquired in reliance on the Share Buyback Exemption Order and the normal course issuer bid exemption under subsection 4.8(3) of NI 62-104 by Shell (and any person acting jointly or in concert with Shell) within any period of 12 months not exceeding 10% of the outstanding Shell Shares, excluding treasury shares, at the beginning of the 12-month period;
- residents of Canada continuing to not directly or indirectly beneficially own more than 10% (on an as-converted basis contemplating the Shell ADRs) of the total number of issued and outstanding Shell Shares;
- purchases of Shell Shares in reliance on the Share Buyback Exemption Order being made in compliance with the European Union's Markets in Financial Instruments Directive II and the UK Financial Conduct Authority's Conduct of Business Sourcebook, as amended, restated or replaced from time to time and as applicable; and
- the Shell Shares will not be listed or posted for trading on any stock exchange or marketplace in Canada.

Additionally, on the closing of the Arrangement and on each successive launch of a Shell buyback program, Shell will issue and file a press release setting out the terms of the exemptive relief and the conditions applicable to it.

Circular Disclosure Exemption Order

ARC has been granted exemptive relief from the applicable Canadian securities regulators pursuant to an order exempting it from the requirement to include in this Circular disclosure of reserves data and other oil and gas information for Shell in accordance with the requirements of NI 51-101 and disclosure of executive compensation information for Shell prepared in accordance with Form 51-102F6 *Statement of Executive Compensation*. This relief has been granted on the condition that: (a) this Circular includes, by incorporation by reference or otherwise, disclosure about Shell's oil and gas activities prepared in accordance with the U.S. Securities Act, the U.S. Exchange Act, the *Sarbanes-Oxley Act of 2002* and the rules of the NYSE applicable to "foreign private issuers", as that term is defined for purposes of the U.S. Exchange Act, as applicable (the "**U.S. Rules**"); (b) this Circular includes, by incorporation by reference or otherwise, compensation disclosure that complies with the UK Rules; (c) this Circular discloses a qualitative summary of the differences between reserves reporting requirements under NI 51-101 and the U.S. Rules; and (d) this Circular discloses the exemptive relief and the conditions applicable to it. See "*Advisory Regarding Oil and Gas Information – Reserves Classification*", "*Exemptive Relief – Circular Disclosure Relief*" and "*Risk Factors*" in this Circular.

EXHIBIT 1 TO APPENDIX G
MATTERS RESERVED FOR THE BOARD

1. Strategy and Management

- 1.1 Responsibility for establishing the purpose, values and strategy and the overall direction of the Shell Group of Companies ("the Group") and satisfying itself that these and the Group culture are aligned.
- 1.2 Approval of the Group's long-term objectives and strategy, policies and annual budgets.
- 1.3 Oversight of the Group's operations and management.
- 1.4 Review of performance in the light of the Group's culture, strategy, objectives, business plans and budgets and ensuring that any necessary corrective action is taken.
- 1.5 Extension of the Group's activities into new business areas.
- 1.6 Any decision to cease to operate all or any material part of the Group's business.

2. Structure and capital

- 2.1 Changes relating to the Group's capital structure.
- 2.2 Major changes to the Group's corporate structure, management and control structure.
- 2.3 Any changes to the Company's listings or its status as a plc.
- 2.4 Changes to the Company's name

3. Financial reporting and controls

- 3.1 Approval of preliminary announcements of interim and final results.
- 3.2 Approval of:
 - the Annual Report and Accounts, including the Corporate Governance statement and Remuneration Report;
 - Summary Report and Accounts; and
 - the Annual Report on Form 20F filed with the U.S. Securities and Exchange Commission.
- 3.3 Approval of the dividend policy.
- 3.4 Declaration of dividends.
- 3.5 Approval of any significant changes in accounting policies or practices.
- 3.6 Approval of treasury policies.

4. Risk Management and Internal controls

- 4.1 Responsible for:

- a sound system of risk management and internal control;
- oversight and review of risk management and internal control; and
- establishing the appropriate risk appetite for the Company.

5. Contracts

- 5.1 Major capital projects, investments or contracts in excess of the amount delegated to the Chief Executive Officer.
- 5.2 Lending or borrowing by the Company made outside the treasury policy of the Company.

6. Communication

- 6.1 Approval of resolutions and related documentation to be put forward to shareholders at a general meeting.

7. Board membership and other appointments

- 7.1 Board appointments and removals; selection of the Chair, Senior Independent Director and Chief Executive Officer; membership and chairmanship of board committees, following recommendations from the Nomination and Succession Committee.
- 7.2 Succession planning.
- 7.3 Appointment or removal of the Company Secretary.
- 7.4 Appointment, reappointment or removal of the external auditor to be put to shareholders for approval, following the recommendation of the Audit and Risk Committee.

8. Remuneration

- 8.1 Determining the remuneration policy for the Chair, the Chief Executive Officer and the Executive Directors.
- 8.2 Determining the remuneration of the Non-executive Directors, subject to the Articles of Association and shareholder approval as appropriate.
- 8.3 The introduction of new share schemes or new long-term incentive schemes or major changes to existing schemes, which require shareholders' approval.

9. Delegation of Authority

- 9.1 The division of responsibilities between the Chair and the Chief Executive Officer.
- 9.2 Approval of terms of reference of board committees.

10. Corporate governance matters

- 10.1 Conduct an adequate annual evaluation of its own performance, that of its committees, the Chair, the Chief Executive Officer and, in consultation with the Chief Executive Officer, other Executive Directors.
- 10.2 Determining the independence of directors.
- 10.3 Receiving reports on the views of the Company's shareholders and other key stakeholders.

10.4 Oversee the Audit and Risk Committee's review of the Shell Global Helpline¹

11. Other

11.1 Settlement of litigation involving amounts in excess of that delegated to the Chief Executive Officer or being otherwise material to the interests of the Group.

11.2 This schedule of matters reserved for board decisions.

11.3 Any other matter not falling within the powers and authority of the shareholders, the Chief Executive Officer or delegated to a committee of the board.

Approved by the Board on February 4, 2026

¹ The Company has adopted procedures to enable employees and third parties (who wish to raise a concern about the conduct of a Shell employee, contractor, or business partner) to raise issues anonymously through the Shell Global Helpline.

EXHIBIT 2 TO APPENDIX G

AUDIT AND RISK COMMITTEE TERMS OF REFERENCE

Approved by the Board on February 4, 2026

SHELL PLC AUDIT AND RISK COMMITTEE TERMS OF REFERENCE

PURPOSE

The Audit and Risk Committee (the "Committee") of Shell plc (the "Company") assists the Board of Directors of the Company (the "Board") in fulfilling its responsibilities as follows:

- Review and monitor the effectiveness of the Shell Group of Companies' (the "Group") risk management and internal control framework;
- Review and make recommendations to the Board on the integrity of the Company's financial reporting;
- Oversee the internal audit and external audit functions and make recommendations to the Board; and • Carry out other oversight activities on behalf of the Board.

OPERATION OF THE COMMITTEE

Membership and independence

The Committee shall be composed of at least three independent Non-Executive Directors, all of whom have been designated by the Board as independent and meet the independence requirements of the US Securities and Exchange Commission Rule 10A-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Committee members shall be appointed by the Board, at the recommendation of the Nomination and Succession Committee, taking into account the views of the Chair of the Committee (the "Committee Chair"). The Chair of the Board shall not be appointed to the Committee.

Appointments of each Committee member shall be for a period of up to three years, which may be extended for up to two further three-year periods, provided the Committee member remains independent. In accordance with applicable law, rules, and regulations, each Committee member shall be financially literate and at least one member shall have recent and relevant financial experience and qualify as an "audit committee financial expert"², including competence in accounting and/or auditing. The Committee as a whole shall have competence relevant to the sector in which the Company operates.

The Board shall also appoint one Committee member to be the Committee Chair, at the recommendation of the Nomination and Succession Committee.

Committee members shall, if required, be provided with appropriate and timely educational briefings, both in the form of an induction programme for new members and on an ongoing basis for all members.

Alternate arrangements

If a Committee member is unable to act due to absence, illness, or any other cause, the Committee Chair, or in their absence the Board, may appoint another Non-Executive Director of the Company to serve as an alternate Committee

² As defined by Item 16A.(b) of Form 20-F.

member. In the absence of the Committee Chair, the remaining members present shall elect one of the members present to chair the meeting.

Quorum

The quorum necessary for the transaction of business shall be a majority of Committee members. A duly convened meeting of the Committee at which a quorum is present shall be competent to exercise all or any of the authorities, duties and discretions vested in or exercisable by the Committee.

Authority and support

The Board has constituted the Committee with the authorities necessary to perform the duties set out in these Terms of Reference. The Committee, within the scope of its assigned purpose and duties, is authorised to seek any information it requires from employees, management, officers and external parties; and to investigate or commission the investigation of any issues or concerns it deems appropriate.

The Committee may engage advisers or otherwise obtain independent legal, accounting or other professional services as it requires, at the expense of the Company. The Board will provide the Committee with sufficient resources to undertake its duties.

Secretary

In consultation with the Committee Chair, the Company Secretary shall be responsible for the designation of a secretary to the Committee (the "Committee Secretary").

Meeting frequency

The Committee shall meet as frequently as required, as determined by the Committee Chair, to perform the duties set out in these Terms of Reference, and at least five times a year.

Meeting attendance

Only the Committee Chair and members shall be entitled to participate in Committee meetings. Any Non-Executive Director who is not a member of the Committee shall be entitled to attend Committee meetings. At the invitation of the Committee, others may also attend Committee meetings.

The Committee shall meet regularly with the audit firm or audit firms engaged to audit the Group's consolidated and parent company financial statements (the "External Auditors") and with the Chief Internal Auditor. At least once a year, and more often as required, the Committee shall also meet in separate sessions (without management and officers being present, except for the Legal Director) with the External Auditors and Chief Internal Auditor.

Meeting administration

Meetings of the Committee shall be arranged by the Committee Secretary at the request of the Committee Chair or any other member of the Committee. Notice of each meeting confirming the venue, date and time shall be forwarded to each Committee member and to other attendees (as appropriate) in advance of each scheduled meeting along with the agenda and supporting papers, unless otherwise agreed.

Meeting minutes

The Committee Secretary shall record minutes of the proceedings and resolutions of all meetings of the Committee, including recording the names of those present and in attendance. Meeting minutes shall be approved by the Committee prior to or at its next meeting and tabled as soon as practicable thereafter at a meeting of the Board for information.

Committee performance and Terms of Reference

The Committee shall annually review its Terms of Reference, along with how the Committee has discharged its responsibilities and the overall performance of the Committee; and report the results of such review to the Board.

Engagement with shareholders

The Committee Chair shall attend the Company's Annual General Meeting and respond to any questions. The Committee Chair may also seek engagement with the Company's shareholders on significant matters related to the Committee's areas of responsibility as appropriate.

Limitations inherent in the Committee's role

The Directors are responsible for preparing the annual report and accounts and the annual report on Form 20-F (collectively the "annual reports"), including the financial statements, in accordance with applicable laws and regulations. The following provisions are not intended to override the fiduciary duties of the Directors.

The Committee oversees and monitors management's and the External Auditors' participation in the financial reporting process. It is not the responsibility of the Committee to prepare complete and accurate financial statements and disclosures in accordance with accounting standards and other regulations, this being the responsibility of management. The Company's financial statements are subject to audit by the External Auditors who are required to express an opinion on whether the financial statements (i) give a true and fair view (for U.K. reporting purposes); and (ii) present fairly, in all material respects, the consolidated financial position of the Company, the results of its operations and its cash flows (for US reporting purposes), and have been properly prepared in accordance with applicable standards and regulations.

Furthermore, while the Committee is responsible for reviewing the Company's policies and practices with respect to risk assessment and management, it is not the responsibility of the Committee to establish the appropriate level of the Company's exposure to risk, this being the role of the Board.

DUTIES OF THE COMMITTEE

1) Risk management and internal control

The Committee shall:

- Assist the Board in reviewing the emerging, principal, and other significant risks facing the Group;
- Review the policies and practices with respect to risk management and internal control;
- Monitor the effectiveness of the Group's risk management and internal control framework and make such recommendations as the Committee considers appropriate. Among other things the Committee will consider reports relating to Group policy and management responsibilities with regard to risk management and internal control, the adequacy of disclosure controls and procedures (including related certification and attestation processes), the avoidance of illegal payments and improper accounting practices, and identified weaknesses in the effectiveness of risk and control management;
- Review the statements to be included in the annual reports concerning risk management and internal control;
- Monitor compliance with applicable external legal and regulatory requirements and the Code of Ethics for Executive Directors and Senior Financial Officers of the Group;
- Review with the Legal Director legal and compliance matters that could have a significant impact on the annual reports, the Group's strategy and/or reputation; and

- Review, in advance, if no other independent committee has reviewed, proposed related party transactions³ for potential conflicts of interest and determine whether such proposed transactions are consistent with the interests of the Company and its shareholders.

2) Financial reporting

The Committee shall:

- Review with the Chief Financial Officer, other members of senior management and the External Auditors issues regarding accounting policies and practices; the appropriateness of judgements involving the application of accounting principles and interpretation of applicable disclosure rules; and compliance with accounting and reporting standards required by law or supported by appropriate professional or other authorities;
- Review with the Chief Financial Officer, other members of senior management and the External Auditors the potential impact on the Company's consolidated financial statements of the implementation of the Company's strategy, climate change and the energy transition;
- Review the integrity of the Company's financial statements, including its annual reports, its half-yearly reports, its quarterly financial statements, and any other formal statements relating to the Company's financial performance, with management and the External Auditors, including management's commentary or discussion and analysis of the financial information; and recommend to the Board whether the audited financial statements should be included in the Company's annual and statutory reports;
- Provide oversight in respect of material non-financial reporting disclosures with respect to corporate sustainability as applicable to the Company's annual reports, half-yearly reports and quarterly results releases and monitor the assurance on environmental and sustainability disclosures from the external auditor;
- Review management's assessment of going concern and longer-term viability;
- Review, in conjunction with management, the Company's policies with respect to earnings releases, financial and non-financial performance information and earnings guidance provided to investors and financial markets. The Committee shall also review the overall outcome of the reserve bookings/debookings; and
- Review the internal controls in relation to financial reporting, including related certification and attestation processes, monitor their effectiveness and make such recommendations as the Committee considers appropriate.

3) Compliance and complaints/whistleblowing investigations

The Committee shall:

- Establish and monitor the implementation of procedures for the receipt, retention, independent investigation and follow-up actions of complaints regarding accounting, internal accounting controls, auditing or other matters, including reviewing: the functioning of the Shell Global Helpline⁴ and the reports arising from its operation; and any other mechanisms for the confidential or anonymous submission of related concerns by employees;
- Review with the Chief Ethics and Compliance Officer the implementation and effectiveness of the Ethics and Compliance programme and function; and

³ The proposed related party transactions subject to the Committee's review are limited to those transactions that would be required to be disclosed in the Company's annual report on Form 20-F filed with Securities and Exchange Commission.

⁴ The Company has adopted procedures to enable employees and third parties (who wish to raise a concern about the conduct of a Shell employee, contractor, or business partner) to raise issues anonymously through the Shell Global Helpline.

- Review compliance matters, as set out in these Terms of Reference, including in relation to: policies, practices and effectiveness of the Group's risk management and internal control framework; financial reporting; and compliance with applicable external legal and regulatory requirements.

4) Internal audit

The Committee shall:

- Review with the Chief Internal Auditor, the Company's management and the External Auditors the adequacy of the Group's risk management and internal control framework and any significant matters arising from the internal audit;
- Assess management's response to internal audit findings and control weaknesses as appropriate, including potential improvements and agreed actions;
- Monitor the execution and results of the audit plan, material communications between the Chief Internal Auditor and the Company's management and any issues arising therefrom;
- Annually consider the results of the internal audit function's internal audit quality assurance and improvement programme including the standards employed by the internal audit function, its efficiency and effectiveness in executing the internal audit plan and the internal audit function's competence, qualifications, expertise, compensation and budget;
- Review and approve the internal audit function's charter and the annual internal audit plan to ensure alignment with the key risks of the business;
- Annually assess the performance of the Chief Internal Auditor, including the role and effectiveness of internal audit in the overall context of the Group's risk management and internal control framework;
- Ensure the internal audit function has unrestricted scope, the necessary resources and access to information to enable it to fulfil its mandate; and
- Approve, in consultation with the Chief Financial Officer, all decisions regarding the performance evaluation, appointment or removal of the Chief Internal Auditor.

Furthermore:

- The Chief Internal Auditor shall have direct access to the Committee Chair and to the Committee as a whole, and any member of the Committee shall also have direct access to the Chief Internal Auditor.

5) External audit

The Committee shall:

- Conduct the tender process for the appointment of the audit firm or audit firms as the External Auditors, ensuring that all tendering firms have access to all necessary information and individuals during the tendering process;
- Make recommendations to the Board, for it to put to the Company's shareholders for approval in the General Meeting, in relation to the appointment, re-appointment and removal of the External Auditors. The External Auditors shall report directly to the Committee. If the External Auditors resign, the Committee shall investigate the issues giving rise to such resignation and consider whether any action is required;
- Review and approve the engagement letter for the External Auditors' annual audit of the Company's consolidated and parent company financial statements; consider the annual external audit plan; and approve related remuneration, including both fees for audit and non-audit services, to ensure that the level of fees is appropriate to enable an effective and high-quality audit to be conducted;
- Monitor the execution and results of the audit including the External Auditors' explanation of how the risks to audit quality were addressed; key accounting and audit judgements; and the External Auditor's material communications with the Committee and management and any issues arising therefrom. The Committee shall

review and assess management's response to significant audit findings and recommendations and seek to resolve any disagreements between management and the External Auditors;

- Review and monitor the independence and objectivity of the External Auditors within the context of the standards required by applicable law, regulation and listing;
- Review any Company representation letter(s) requested by the External Auditors before they are signed by management;
- Annually assess the performance and effectiveness of the External Auditors and the audit process, including an assessment of the quality of the audit, the handling of key judgements by the auditor, and the auditor's response to questions from the Committee;
- Establish and monitor the implementation of policies for, and any external disclosures in relation to:
 - The pre-approval of all audit and audit related services and permissible non-audit services to be provided by the External Auditors, considering the impact this may have on independence, to the extent permitted by law, regulation or ethical guidance;
 - The hiring of employees or former employees of the External Auditors; and
- Annually review with the External Auditors (i) all relationships between the External Auditors and the Company; (ii) the firm's internal quality-control procedures; and (iii) material issues, if any, raised by their most recent internal quality-control review in respect of the Company or by any investigation by governmental authorities in the last five years relating to any audits carried out by the External Auditors, and any steps taken to deal with any such issues. The Committee shall confirm with the External Auditors that they are not aware of any matters that fall under Section 10A(b) of the Exchange Act.

6) Reporting

The Committee shall report to the Board on its activities after each meeting. The Committee shall:

- Identify matters in respect of which it considers that action or improvement is needed, including where the Committee is not satisfied with any aspect of risk management and internal control, financial reporting or audit related activities and any other matters the Committee deems appropriate; and make recommendations as to the steps to be taken;
- Bring to the attention of the Board material and/or significant issues, as well as complaints or concerns regarding accounting, internal accounting controls, auditing, or other matters, and, at least annually, share with the Board the reports it receives from the Company on compliance with internal controls;
- Report to the Board its determination regarding proposed related party transactions presented to the Committee for review;
- Having reviewed the content of the annual reports, advise the Board of the Committee's view on (i) whether taken as a whole, the content of the annual report and accounts is fair, balanced and understandable and provides the information necessary for the Company's shareholders to assess the Company's position and performance, business model and strategy; (ii) the inclusion of the viability statement and going concern basis of accounting in the annual report and accounts; (iii) whether taken as a whole, the content of the annual report on Form 20-F provides the information necessary for shareholders to assess the Company's position and performance, business model and strategy and the inclusion of the audited financial statements in the annual report on Form 20-F is appropriate; and (iv) support for and recommendation that the annual reports be filed; and
- Describe to the Company's shareholders in the annual reports how it has discharged its responsibilities.

7) Other

The Committee shall:

- Annually review the absence of any conflicts or related party transactions with respect to the Chief Financial Officer and their significant business and investment transactions. The Chief Financial Officer shall be

prohibited from any profit-making business activities outside the Company that relate to activities of the Company and shall not have been employed by the External Auditors during the prior two years or, if involved in the firm's audit of the Company, during the prior five years;

- Annually assess the Chief Financial Officer's performance with respect to those matters relevant to the Committee's role and communicate such performance assessment to the Chief Executive Officer; and

Perform such further functions as the Board and the Committee may agree.

APPENDIX H

COMPARISON OF SHAREHOLDER RIGHTS

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 this Circular.

The rights of ARC Shareholders are governed by the ABCA and by ARC's articles of amalgamation ("**ARC Articles**") and ARC's by-laws ("**ARC By-laws**"). Following the Arrangement, ARC Shareholders who receive Shell Shares as part of the Arrangement will become Shell Shareholders and as such their rights as Shell Shareholders will be governed by, among other Laws, the Companies Act, the Shell Articles, the UK Listing Rules and the Disclosure Guidance and Transparency Rules.

The following is a summary of the material differences between the rights of ARC Shareholders under the ABCA and the rights of Shell Shareholders under the Companies Act. This summary is not a complete comparison of rights that may be of interest, and ARC Shareholders should therefore read the full text of the Shell Articles at www.shell.com/investors/environmental-social-and-governance/corporate-governance, and the ARC Articles and ARC By-laws at www.sedarplus.ca under the ARC profile.

Constituting Documents

Under the ABCA, the constituting documents of a corporation consist of: (a) the "articles of incorporation" (or "articles of amalgamation" or "articles of continuance"), which set forth, among other things, the name of the corporation, its authorized capital, restrictions (if any) on share transfers, the authorized number of directors and certain restrictions (if any) on the conduct of business; (b) the "by-laws", which govern the management of the corporation; and (c) any "unanimous shareholder agreement", which may, among other things provide for the regulation of the rights and liabilities of shareholders, the regulation of the election of directors and restrict the power of the directors to manage and supervise the management of the business and affairs of the corporation. The articles are filed with the Registrar of Corporations under the ABCA. The articles and the by-laws, all amendments to the articles and by-laws, a copy of any unanimous shareholder agreement and any amendment to a unanimous shareholder agreement are to be maintained at a corporation's records office, or at another location designated by the board of directors.

Under the Companies Act, every company must have articles of association, which are a company's fundamental constitutional document. The articles of association regulate the internal affairs of a company and form the basis of a statutory contract between the members and between each member and the company. The articles of association prescribe issues such as the limited liability of shareholders; directors' powers and responsibilities and management of meetings; shares and distributions; decision-making by shareholders; and other administrative arrangements.

Amendments to Constituting Documents and Other Fundamental Changes

Under the ABCA, an amendment of the articles of a corporation generally requires the approval of not less than two-thirds of the votes cast by shareholders who voted in respect of that resolution. The ABCA further provides that, unless the articles, by-laws or a unanimous shareholder agreement otherwise provide, the directors may, by resolution, make, amend or repeal any by-laws that regulate the business or affairs of the corporation. When the directors amend or repeal a by-law, they are required to submit the change to the shareholders at the next meeting of shareholders. Shareholders may confirm, reject, or amend the by-law amendment or repeal by a resolution passed by a majority of the votes cast by the shareholders who voted in respect of that resolution or signed by all shareholders entitled to vote on that resolution.

Under the Companies Act, any amendment to the articles of association generally requires the approval of not less than 75% of the votes cast by shareholders in respect of that resolution in person or by proxy (i.e., a special resolution). Under the Companies Act, special resolutions are also required to approve, among other things, payments out of capital, the disapplication of shareholders' statutory pre-emption rights, the re-registration of a public company as a private company and also certain liquidation processes.

Sale of Business or Assets

Under the ABCA, a sale, lease or exchange of all or substantially all of the property of a corporation other than in the ordinary course of business of the corporation requires the approval not less than two-thirds of the votes cast by shareholders who voted in respect of that resolution. If a sale, lease or exchange by a company would affect a particular class or series of shares of the company in a manner different from the shares of another class or series of the company entitled to vote on the sale, lease or exchange at the meeting, the holders of such first mentioned class or series of shares, whether or not they are otherwise entitled to vote, are entitled to vote separately as a class or series in respect to such sale, lease or exchange.

Under the Companies Act, there are no provisions governing a sale, lease or exchange of all or substantially all of the property of the company that is other than in the ordinary course of business of the company. There is no requirement to obtain shareholder consent in such circumstances, unless the significant transaction were to be between the company and a related party. Under the Companies Act, arrangements between a company and its directors (and persons connected with such directors), which involve (a) the acquisition by the company of substantial non-cash assets from such persons or (b) the disposal of substantial non-cash assets to such persons, must first be approved by an ordinary resolution of shareholders.

Authority to Allot and Issue Shares

Under the ABCA, subject to the articles, by-laws, any unanimous shareholder agreement of a corporation and any pre-emptive rights granted thereby (see the "Pre-emptive Rights" section of this Appendix H), a corporation may issue shares at the times to the persons and for the consideration that the directors determine. A corporation shall not issue a share until the consideration for the share is fully paid in money or in property or past service that is not less in value than the fair equivalent of the money that the corporation would have received if the share had been issued for money.

Under the Companies Act, the directors of an English company must not exercise any power to allot shares (or to grant rights to subscribe for, or to convert any security into, shares) unless they are authorised to do so by: (a) the company's articles of association, or (b) an ordinary resolution in a general meeting of shareholders, which would require a simple majority of votes cast in person or by proxy. Shell's shareholders passed a resolution authorising Shell's directors to allot shares at Shell's last annual general meeting on May 19, 2026 (subject to certain limitations). This resolution will expire at the earlier of the close of business on August 18, 2027 and the end of the annual general meeting of Shell to be held in 2027.

Pre-emptive Rights

Under the ABCA, holders of a class or series of shares in a corporation do not have pre-emptive rights to subscribe for or purchase any additional shares of that class or series or of another class or series, unless such rights are so provided in the articles of the corporation or any unanimous shareholder agreement. If the articles of the corporation do provide for pre-emptive rights, shareholders will nonetheless have no pre-emptive rights in respect of shares to be issued: (a) for consideration other than money; (b) as a share dividend; or (c) pursuant to the exercise of conversion privileges, options or rights previously granted by the corporation. ARC's articles do not contain any provision granting pre-emptive rights to shareholders, and ARC is not subject to a unanimous shareholder agreement.

Under the Companies Act, subject to certain exemptions, a company must not allot equity securities to any person for cash unless it has first made an offer to each existing holder of ordinary shares to allot to them, on the same or more favourable terms, a proportion of those securities that is as nearly as practicable equal to the proportion of nominal value held by that shareholder in the ordinary share capital of the company. These statutory pre-emption rights do not apply, amongst other things: (a) to the allotment of equity securities for non-cash consideration or in connection with employee share schemes, or (b) where such rights have been disapplied by shareholders, which would require a special resolution of not less than 75% of the votes cast in person or by proxy at a general meeting. Shell's shareholders passed a special resolution disapplying certain pre-emption rights at Shell's last annual general meeting on May 19, 2026 (subject to certain limitations). This resolution will expire at the earlier of the close of business on August 18, 2027 and the end of the annual general meeting of Shell to be held in 2027.

Rights of Dissent and Appraisal

The ABCA provides that shareholders of any class of shares on certain matters are entitled to exercise dissent rights and be paid for the fair value of the shares in respect of which the shareholder dissents. Dissent rights exist if the corporation resolves to:

- (a) amalgamate with another corporation (other than with certain affiliated corporations);
- (b) amend its articles to add, change or remove any provisions restricting the issue or transfer of shares;
- (c) amend its articles of amalgamation to add, change or remove any restriction upon the business or businesses that the corporation may carry on;
- (d) amend its articles to add or remove an express statement establishing the unlimited liability of the corporation's shareholders;
- (e) continue under the laws of another jurisdiction;
- (f) sell, lease or exchange of all or substantially all the property of the corporation other than in the ordinary course of business; and
- (g) an arrangement proposed by a corporation where there is a court order permitting a shareholder to dissent.

A shareholder is not entitled to dissent if an amendment to the articles is effected by a court order approving reorganization or if an amendment to the articles is effected by a court order made in connection with an oppression remedy.

Under the Companies Act and subject to certain conditions, shareholders may make an application to the court for relief, in certain limited circumstances, including:

- (a) where shareholders of not less than 5% in nominal value of the company's issued share capital apply to the court for the cancellation of the resolution passed by a public company to be re-registered as a private limited company;
- (b) where shareholders of not less than 15% of the class in question object to a proposed variation of the rights attaching to such class of shares;
- (c) in a takeover situation where the offeror has acquired 90% of the issued share capital of a company and a shareholder objects to his or her shares being compulsorily acquired by the offeror; and
- (d) where the company's affairs are being conducted in a manner that is unfairly prejudicial to the shareholders generally or any part of them.

Remedies which the court may grant include: (a) cancellation of the resolution complained of; (b) disallowing a variation of class rights; (c) an order that the offeror is not entitled to acquire the shares at all, or that the shares must be acquired on such terms as the court thinks fit; (d) regulation of the company's affairs in the future; (e) preventing the company from doing or continuing an act complained of or requiring the company to do an act it has omitted to do; (f) preventing the company from making alterations to its articles without the leave of the court; or (g) providing for the purchase of the shares of any shareholders of the company by other shareholders or by the company itself.

Oppression Remedies

The ABCA gives a "complainant" such as a shareholder the right to bring a court action against a corporation where conduct has occurred that is oppressive, unfairly prejudicial or that unfairly disregards the interests of any security

holder, creditor, director or officer. The oppression remedy provides the court with very broad and flexible powers to intervene in corporate affairs to protect shareholders and other complainants. While conduct that is a breach of fiduciary duties of directors, or that is contrary to the legal right of a complainant, will normally trigger the court's jurisdiction under the oppression remedy, the exercise of that discretion does not depend on a finding of a breach of those legal and equitable rights.

Under the Companies Act, a shareholder of a company may apply to the court by petition for an order on the grounds that the company's affairs are being or have been conducted in a manner that is unfairly prejudicial to the interests of its shareholders generally or of some part of its shareholders (including the applicant), or that an actual or proposed act or omission of the company (including an act or omission on its behalf) is or would be prejudicial. If the court is satisfied that a petition is well founded, it may make such order as it thinks fit for giving relief in respect of the matters complained of.

Shareholder Derivative Actions

Under the ABCA, a person may apply to the court for leave to bring an action in the name of and on behalf of a corporation or a corporation that is one of its subsidiaries, or intervene in an action to which the corporation or subsidiary is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of the corporation or subsidiary. Before making such application, the shareholder must give reasonable notice to the directors of the corporation or the subsidiary of the applicant's intention to apply to the court, unless all of the directors of the corporation or the subsidiary have been named as defendants. Authorization may be granted if the court is satisfied that the board of directors of the corporation or its subsidiary has not brought, diligently prosecuted or defended or discontinued the action, and if the court considers that the applicant is acting in good faith and that it appears to be in the interests of the corporation or its subsidiary that the action be brought, prosecuted, defended or discontinued. An application of this nature may be made by a current or former registered holder or beneficial owner of a security of the corporation or any of its affiliates, a current or former director or officer of the corporation or any of its affiliates, a creditor, or by another person who, in the court's discretion, is a proper person to make an application to the court.

Under the Companies Act, a shareholder may bring an action seeking a remedy on behalf of a company in respect of negligence, default, breach of duty or breach of trust by a director of the company. A shareholder who is seeking permission to continue a derivative claim: (a) is required to make a *prima facie* case for permission to continue the claim; and (b) is required to file evidence in respect of its claim. A court may not give permission to continue a derivative claim if (a) it is satisfied that a person acting in accordance with a duty to promote the success of the company would not seek to continue the claim, or (b) the act or omission giving rise to the cause of action has been authorised or ratified by the company. On hearing the application, the court may (a) give permission to continue the claim as a derivative claim on such terms as it thinks fit, (b) refuse permission and dismiss the claim, or (c) adjourn the proceedings and give such directions as it thinks fit.

Directors

The ABCA provides that the board of directors of a reporting issuer shall consist of not fewer than three directors, at least two of whom are not officers or employees of the corporation or its affiliates. The ABCA requires that all directors be individuals, of sound mind, not less than the age of 18 and not have the status of bankrupt. Further, according to the ABCA, unless otherwise stated in the articles, a director is not required to hold the corporation's shares. For clarity, "reporting issuer" means a corporation that is a reporting issuer as defined under the *Securities Act* (Alberta), or a corporation that is a reporting issuer under the laws of another Canadian jurisdiction.

Under the Companies Act, a public limited company must have at least two directors (at least one of which must be an individual). Whilst there are no residency requirements for directors under the Companies Act, a person may be disqualified from acting as a director by a court and may be prohibited from acting as a director, except with leave of the court, if such person is bankrupt. A person may not be appointed as a director of a company unless they have consented and have attained the age of 16 years. Under the Companies Act, a company may, by ordinary resolution

in a general meeting of shareholders, remove a director before the expiration of his or her period of office, subject to certain procedural requirements as to notice and the director's right to make representations.

Disclosure of Interests

Under the ABCA, every director or officer of a corporation must disclose the nature and extent of any interest he or she has in a material contract or material transaction, whether made or proposed, with the corporation, if the director or officer: (a) is a party to the contract or transaction; (b) is a director or an officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or (c) has a material interest in a party to the contract or transaction. If a director is required to disclose his or her interest in a contract or transaction, such director may not vote on any resolution to approve the contract or transaction unless the contract or transaction is: (a) one in which the director indicates an obligation(s) for the corporation's benefit; (b) relates primarily to the remuneration of the director as a director of the corporation or an affiliate of the corporation; (c) is for indemnity or insurance under the ABCA; or (d) is with an affiliate of the corporation.

The Companies Act provides that the board of directors may authorise any matter which would, if not so authorised, involve a breach of duty by a director due to a conflict of interest under section 175 of the Companies Act. Subject to certain exceptions, any such authorisation will be effective only if any requirement as to the quorum at the meeting or part of the meeting at which the matter is considered is met without counting the director in question or any other directors interested in the matter under consideration and the matter was agreed to without such directors voting or would have been agreed to if such directors' vote had not been counted.

Under the Companies Act, a director who is in any way interested in a transaction or arrangement entered into by the company must declare the nature and extent of the interest to the other directors in a prescribed manner. The director need not declare if the transaction or arrangement cannot reasonably be regarded as likely to give rise to a conflict of interest or where the other directors are already aware of the director's interest.

Delegation by Directors

Under the ABCA, the board of directors may not delegate its power to:

- (a) submit to the shareholders any question or matter requiring their approval;
- (b) fill a vacancy among the directors or in the office of auditor or to appoint additional directors;
- (c) authorize the issue of shares;
- (d) declare dividends;
- (e) purchase, redeem or otherwise acquire shares issued by the corporation;
- (f) pay certain commissions;
- (g) approve a management proxy circular;
- (h) approve certain financial statements; or
- (i) adopt, amend or repeal by-laws.

Under the Laws of England and Wales, the directors' powers are typically exercised by the board of directors, which may exercise all the powers of the company whether relating to the management or not. However, a company's articles of association generally authorise the delegation of power by the board of directors, including to executive directors or a committee of the board.

Requisition of Meetings

The ABCA provides that the directors of a corporation may at any time call a special meeting of the shareholders. The ABCA also provides that holders of not less than 5% of the issued shares of a corporation that carry the right to vote at a meeting sought to be held may requisition the directors to call a meeting of shareholders for the purposes stated in the requisition. Upon meeting the technical requirements set out in the ABCA for making such a requisition, the directors of the corporation must call a meeting of shareholders. If they do not call a meeting within 21 days after receiving the requisition, any shareholder who signed the requisition may call the special meeting.

Under the Laws of England and Wales, the board of directors may call general meetings whenever and at such times as it shall determine. However, there is a requirement for public companies to hold an annual general meeting each year within 6 months of their accounting reference date. In addition, shareholders representing at least 5% of the paid-up capital of the company that carries the right of voting at general meetings of the company (excluding any paid-up capital held as treasury shares) can require the directors to call a general meeting. The request must state the general nature of the business to be dealt with at the meeting and may include the text of a resolution that may be properly moved and is intended to be moved at the meeting. A resolution may be properly moved at a meeting unless: (a) if passed, it would be ineffective; (b) it is defamatory to any person; or (c) it is frivolous or vexatious.

Meeting Materials and Solicitation of Proxies

The ABCA contains provisions prescribing the form and content of notices of meeting and information circulars. Under the ABCA, a person who solicits proxies, other than by or on behalf of management of the corporation, must send a dissident's proxy circular in prescribed form to each shareholder whose proxy is solicited and certain other recipients. Pursuant to the ABCA, a person may solicit proxies without sending a dissident's proxy circular if either: (a) the total number of shareholders whose proxies solicited is 15 or fewer (with two or more joint holders being counted as one shareholder); or (b) the solicitation is, in certain prescribed circumstances, conveyed by public broadcast, speech or publication.

Under the Companies Act, in order for a meeting to be validly convened, a notice of meeting must be issued to all shareholders who are entitled to receive notice. The notice must be clear and concise and must comply with all statutory and regulatory requirements (as applicable), including any relevant provisions in a company's articles of association. If the content of the notice is ambiguous or vague, such a notice will risk being insufficient to convene a valid meeting. Under the Companies Act, every shareholder of a company is entitled to appoint another person, who need not be a shareholder, as his or her proxy to exercise all or any of his or her rights to attend and to speak and vote at a meeting of the company.

Shareholder Proposals

The ABCA provides that a registered or beneficial holder of shares entitled to be voted at an annual meeting of shareholders may submit notice to the corporation of any matter that such person proposes to raise at the meeting, which is referred to as a "proposal," and discuss at the meeting any matter in respect of which the person would have been entitled to submit a proposal. To be eligible to submit a proposal, a registered or beneficial shareholder must: (a) be the registered holder or beneficial owner of such number of voting shares that is equal to at least 1% of all issued voting shares of the corporation or whose fair market value is at least \$2,000; (b) have held or beneficially owned such shares for a period of six months and continue to hold or beneficially own such shares up to and including the day of the shareholder meeting at which the proposal is to be made; and (c) have the support of other shareholders holding or owning at least 5% of the issued voting shares of the corporation.

Under the Companies Act, the shareholders of a company may require the company to circulate, to shareholders of the company entitled to receive notice of a general meeting, a statement of not more than 1,000 words with respect to a matter referred to in a proposed resolution or other business to be dealt with at that general meeting. A company is required to circulate a statement once it has received requests to do so from the shareholders of the company representing at least 5% of the total voting rights of all the shareholders who have a relevant right to vote (excluding any voting rights attached to any shares in the company held as treasury shares) or at least 100 shareholders who have a relevant right to vote and hold shares in the company on which there has been paid up, an average sum per shareholder, of at least £100.

A request: (a) may be in hard copy form or in electronic form; (b) must identify the statement to be circulated; (c) must be authenticated by the person or persons making it; and (d) must be received by the company at least one (1) week before the meeting to which it relates.

The shareholders of an English company also have the right to require a resolution be put before a general meeting they have convened (see "Requisition of Meetings"). In addition, shareholders of a public company may require the company to give, to shareholders of the company entitled to receive notice of the next annual general meeting, notice of a resolution which may properly be moved and is intended to be moved at that meeting. Shareholders of a traded company may also request the company to include in the business to be dealt with at an annual general meeting any matter (other than a proposed resolution) which may properly be included in the business.

Compulsory Acquisition

The ABCA provides a right of compulsory acquisition for an offeror that acquires 90% of the target securities pursuant to a take-over bid or issuer bid, other than securities held at the date of the bid by or on behalf of the offeror.

Under the Companies Act, where an offeror has made an offer within the meaning of the Companies Act and obtains acceptances of at least 90% of the shares it is offering to buy in the target company in a take-over offer (which would exclude, among others, any shares in the target already held by the offeror) and acceptances of at least 90% of the voting rights carried by the shares it is offering to buy, it can require the remaining non-accepting shareholders to sell their shares on the terms of the offer (known as a "squeeze out"). In addition, Rule 9 of the City Code also provides that a mandatory takeover bid is required when a person or group (either individually, or together with persons acting in concert with them) acquires an interest in shares that results in them holding 30% or more of the company's voting rights.

Financial Tests

Under the ABCA, certain actions such as the acquisition or redemption of its own shares, the declaration or payment of a dividend, or an amalgamation, cannot be implemented if there are reasonable grounds for believing that: (a) the corporation is, or would after the transaction be, unable to pay its liabilities as they become due; or (b) the realizable value of the corporation's assets would after the transaction be less than the aggregate of its liabilities and stated capital of all classes.

Under the Companies Act, distributions by a company may only be made out of profits available for that purpose (which are, generally, its accumulated, realised profits, so far as not previously utilised by distribution or capitalisation, less its accumulated, realised losses, so far as not previously written off in a reduction or reorganisation of capital, duly made). In addition, public companies in England and Wales can generally only purchase or redeem their shares out of distributable profits or with the proceeds of a fresh issue of shares made for the purpose of the redemption. In addition, public companies in England and Wales may only make a distribution if: (a) the amount of its net assets is not less than the aggregate of its called-up share capital and undistributable reserves; and (b) the distribution does not reduce the amount of such assets to less than the aggregate of its called-up share capital and undistributable reserves.

QUESTIONS MAY BE DIRECTED TO THE PROXY SOLICITATION AGENT

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