

AMENDING AGREEMENT

THIS AGREEMENT dated this 30th day of April 2019.

BETWEEN:

[Redacted], a body corporate, having a place of business in the City of Calgary, in the Province of Alberta (hereinafter referred to as the "**Vendor**")

OF THE FIRST PART

- and -

PINE CLIFF ENERGY LTD. a body corporate, having a place of business in the City of Calgary, in the Province of Alberta (hereinafter called "**Purchaser**")

OF THE SECOND PART

WHEREAS Vendor and Purchaser are parties to that certain Asset Purchase and Sale Agreement (the "**Sale Agreement**") dated April 17, 2019 pursuant to which the Vendor has agreed to sell the Assets to Purchaser and Purchaser wishes to purchase them from Vendor.

AND WHEREAS Vendor wishes to amend the Schedule A, Parts 1 and 2, Schedule B, and Schedule F to the Sale Agreement and replace it with a new Schedule A, Parts 1 and 2, Schedule B, and Schedule F as set forth herein.

ARTICLE 1
INTERPRETATION

1.1 **Definitions**

All capitalized terms used herein and not otherwise defined herein shall have the meanings which were given to them in the Sale Agreement, except as otherwise provided for herein, and in particular "**Amending Agreement**" means this agreement.

ARTICLE 2
AMENDMENTS TO SALE AGREEMENT

2.1 **Replacement of Schedule A**, Parts 1 and 2, Schedule B, and Schedule F

Effective as of the date hereof, Schedule A, Parts 1 and 2, Schedule B, and Schedule F of the Sale Agreement shall be deleted in its entirety and replaced with the attached Schedule A, Parts 1 and 2, Schedule B, and Schedule F. The balance of the Sale Agreement remains in full force and effect.

ARTICLE 3

3.1 **Enurement**

This Amending Agreement shall enure to the benefit of and shall bind the Parties, their respective successors and assigns and the heirs, executors, administrators and assigns of natural persons who are or become Parties.

3.2 **Governing Law**

This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and each of the Parties submits to the jurisdiction of the courts of the Province of Alberta for the interpretation and enforcement hereof.

3.3 **Further Assurances**

Each of the Parties shall from time to time and at all times on and after the date hereof, without further consideration, do and perform all such further acts and things, and execute and deliver all such further agreements, assurances and other documents and instruments, as may reasonably be required to more fully assure the carrying out of the intent and purpose of this Amending Agreements.

3.2 **Counterpart Execution**

This Amending Agreement may be executed in counterpart and when each party has executed a counterpart, all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the Parties have executed and delivered this Amending Agreement effective as of the date first above written.

[Redacted]

PINE CLIFF ENERGY LTD.

(signed) "*Philip Hodge*"

This is the execution page attached to and forming part of the Amending Agreement dated the 30rd day of April 2019 between, by or among **[Redacted]**, and PINE CLIFF ENERGY LTD.