

LOAN AND PARTICIPATION AMENDMENT #2 AGREEMENT

THIS AGREEMENT is made as of the 1st day of January, 2018.

BETWEEN:

TENTH AVENUE PETROLEUM CORP., an Alberta corporation
(the "Borrower" or "TAPC")

- and -

SMOKY OIL & GAS CORP., an Alberta corporation
(the "Lender" or "Smoky")

-and -

BATOCHÉ OIL & GAS EXPLORATION LTD. an Alberta corporation
(“Batoche”)

NOW THEREFORE, in consideration of the premises, agreements and obligations herein set forth and other good and valuable consideration, which the parties hereto conclusively acknowledge, the parties hereto covenant and agree as follows:

1. The parties agree that section 2.14 (restricted G & A costs per year of \$75,000 for administration of the NuVista Property) shall commence on July 1, 2018.
2. Thar parties agree that the net cash flow from the NuVista Property provisions as set out in section 2.5(a) shall commence July 1, 2018.
3. All other provisions shall remain in full force and effect.
4. This Agreement may be executed in separate counterparts and delivered by facsimile device and when so executed and delivered, such shall be deemed to be an originally executed document executed at Calgary, Alberta. All original or facsimile (or combination thereof) execution pages together shall be deemed to constitute one and the same document and production of an originally executed or a copy of a facsimile transmittal of each counterpart execution page hereof shall be sufficient for the purposes of proof of execution and delivery of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Tenth Avenue Petroleum Corp.

Per: Signed "Gregory J. Leia"
Gregory J. Leia, President

Smoky Oil & Gas Corp.

Per: Signed "Gregory J. Leia"
Gregory J. Leia, President

Batoche Oil & Gas Exploration Ltd.

Per: Signed "Gregory J. Leia"
Gregory J. Leia, President