

ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT dated the 27th day of July, 2016.

BETWEEN:

TRIPLE FIVE INTERCONTINENTAL GROUP LTD., a corporation incorporated under the laws of the Province of Alberta (the "**Grantor**")

- and -

MAPLE LEAF 2015 OIL & GAS CORP., a corporation incorporated under the laws of the Province of British Columbia (the "**Royalty Owner**")

WHEREAS the Grantor and the Royalty Owner are parties to a Completion Participation Agreement dated as of July 27th, 2016 (the "**Completion Participation Agreement**"), pursuant to which, in consideration for the payment of funds towards the completion of the Royalty Wells on the Royalty Lands (each as defined in the Completion Participation Agreement), the Royalty Owner has earned, and the Grantor has agreed to grant to the Royalty Owner, a gross overriding royalty in the Royalty Lands as more particularly set forth herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties (as defined below), and subject to the terms and conditions contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

In this Royalty Agreement, including the recitals and this Clause, unless the context otherwise requires, the following terms shall have the meanings hereinafter assigned thereto, namely:

- (a) "**Affiliate**" of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such person; provided that, for purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise;
- (b) "**Completion Participation Agreement**" has the meaning given to that term in the Recitals;
- (c) "**Crude Oil**" means a mixture mainly of pentanes and heavier hydrocarbons (whether or not contaminated with sulphur compounds) that is recovered or

recoverable at a well from an underground reservoir and that is liquid at the conditions under which its volume is measured or estimated and includes all other hydrocarbon mixtures so recovered except Natural Gas and NGLs;

- (d) **“Current Market Value”** means the price received by the Grantor at the Point of Delivery for the Grantor’s Interest share of Petroleum Substances produced and marketed from, or pursuant to a scheme of pooling or unitization allocated to, the Royalty Lands. For clarity, if the Royalty Owner is not taking its royalty in kind, the Current Market Value shall include any additional payment received by the Grantor in respect of natural gas liquids, natural gas liquid mixes and other similar hydrocarbons;
- (e) **“Effective Date”** means, in the case of each Royalty Well and the Royalty Lands corresponding thereto, the date of the completion of the fracture stimulation of such Royalty Well;
- (f) **“Falher B Interval”** means the interval commencing at a depth of 2526 metres Kelly Bushing (mKB) and ending at a depth of 2560 mKB in the 100/12-24-043-10W5M type well;
- (g) **“Grantor’s Interest”** means the working interest of the Grantor in the Royalty Lands, the Title Documents and the Petroleum Substances as set out in Schedule “A” hereto;
- (h) **“Natural Gas”** means a mixture containing methane, ethane, propane, butane, other paraffinic hydrocarbons, nitrogen, carbon dioxide, hydrogen sulphide, helium and minor impurities, or some of them, which is recovered or is recoverable at a well from an underground reservoir and which is gaseous at the conditions under which its volume is measured or estimated;
- (i) **“NGLs”** means natural gas liquids including ethane, propane, butanes, pentanes and condensates that are recovered or recoverable at a well from an underground reservoir and sold in liquid form;
- (j) **“Notices”** has the meaning given thereto in Clause 14.01;
- (k) **“Overriding Royalty”** means the percentage gross overriding royalty as reserved in this Royalty Agreement in favour of the Royalty Owner, more particularly described in the Clause entitled “Overriding Royalty” in this Royalty Agreement;
- (l) **“Parties”** means both the Grantor and the Royalty Owner and **“Party”** means either of them;
- (m) **“Person”** includes any individual or corporation, partnership, firm, trust, incorporated or unincorporated association, governmental authority, joint venture, limited liability company, association, trust, unlimited liability company, joint stock company or other entity of any kind;

- (n) **“Petroleum Substances”** means all Crude Oil, Natural Gas, NGLs, related hydrocarbons, sulphur and every other substance an interest in which is granted under the Title Documents;
- (o) **“Point of Delivery”** means the Grantor's point of custody transfer of Petroleum Substances to a purchaser thereof, which in the case of Natural Gas shall be deemed to be at a point immediately prior to entrance of Natural Gas that is in marketable condition into a third party pipeline system and in the case of Crude Oil and NGLs shall be deemed to be at a point immediately prior to entrance into the applicable sales terminal to which Crude Oil in marketable condition is trucked or otherwise delivered;
- (p) **“Prime Rate”** means an annual rate of interest announced from time to time by the main Calgary branch of National Bank of Canada as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (q) **“Royalty Lands”** means the portions of sections 23 and 24 of 43-10W5M that are within 500 metres of the wellbore of a Royalty Well within the Falher B Interval, excluding, however, the 100/05-23-043-10W5 well such that production from that well is not subject to the Overriding Royalty, and, except as otherwise expressly noted in Schedule “A”, includes the Petroleum Substances within, upon or under those lands, together with the right to explore for and recover the Petroleum Substances, to the extent those rights are granted by the Title Documents;
- (r) **“Royalty Well”** means each the existing wells with unique well identifiers of 100/13-23-043-10W5, 100/08-24-043-10W5, and 100/16-24-043-10W5 to be completed pursuant to the Completion Participation Agreement, and any well from which production is, at any time in the future, obtained from the Royalty Lands or may be allocated to the Royalty Lands pursuant to a pooling, unit, production allocation or other arrangement, all as listed in Schedule “A” from time to time; and
- (s) **“Title Documents”** means, collectively, the various leases, reservations, permits, licences, and other documents of title by virtue of which the holder is entitled to explore for, drill for, recover, remove or dispose of Petroleum Substances forming part of the Royalty Lands, including the leases, reservations, permits, licences and other documents of title described in Schedule “A”.

2. SCHEDULES

The following Schedule is attached to and made a part of this Royalty Agreement:

Schedule “A” Royalty Lands, Royalty Wells and Title Documents.

3. **OVERRIDING ROYALTY**

3.01 **Grant of Overriding Royalty**

- (a) In consideration of the payment by the Royalty Owner to the Grantor of that portion of the the Completion Payment (as defined in the Completion Participation Agreement) representing Maple Leaf's share of the completion costs of each Royalty Well (as provided for in Clause 3 of the Completion Participation Agreement), the Grantor hereby grants to the Royalty Owner as of the Effective Date, an Overriding Royalty, which shall be comprised of:
 - (i) until such time as the Royalty Owner has received aggregate royalty revenues from the Overriding Royalty granted hereunder, in respect of all Royalty Wells, equal to the amount of \$920,000, a gross overriding royalty of 3.00% on all Crude Oil, Natural Gas and NGLs within, upon or under the Royalty Lands corresponding to such Royalty Well(s) and produced from such Royalty Well(s); and
 - (ii) from and after such time as the Royalty Owner has received aggregate royalty revenues from the Overriding Royalty granted hereunder, in respect of all Royalty Wells, equal to the amount of \$920,000, a gross overriding royalty of 0.75% on all Crude Oil, Natural Gas and NGLs within, upon or under the Royalty Lands corresponding to such Royalty Well(s) and produced from such Royalty Well(s);
- provided, however, if the Royalty Owner receives a Penalty Payment (as defined in Paragraph 6 of the Completion Participation Agreement), the revenue royalty amount set forth above shall be reduced by the aggregate amount of all such Penalty Payments received by the Royalty Owner.
- (b) For purposes of the foregoing, the gross volume of the Petroleum Substances comprising the Overriding Royalty shall be the applicable percent of the quantity (if taken in kind) or the Current Market Value (if not taken in kind), of the Grantor's Interest in Petroleum Substances produced, saved and marketed from, or allocated to, the Royalty Wells each month and will not be subject to any operating cost contribution, facility fees, transportation costs or other costs and expenses associated with bringing the Petroleum Substances to the Point of Delivery, or any other deductions of any nature or kind whatsoever. The Grantor shall make commercially reasonable efforts to maximize its Current Market Value, taking into consideration what is available to a prudent operator of similar size, for the Petroleum Substances.
 - (c) For each Royalty Well, the Overriding Royalty payable hereunder in respect thereof shall become payable upon the commencement of production from such Royalty Well.

3.02 Additional Drilling and Development on Royalty Lands

The Parties acknowledge that nothing in this Royalty Agreement or in the Completion Participation Agreement shall limit the Grantor's rights to undertake additional drilling or development operations within or outside of the Royalty Lands. For clarity, this Agreement does not restrict the Grantor from undertaking development operations outside of the Royalty Lands, which includes zones above and below the Falher B Interval. Should a well or wells be drilled within the Royalty Lands, the Royalty Owner shall be entitled to the Overriding Royalty on the Royalty Lands, but will not be required to contribute any payments towards the cost of such drilling or development operations.

4. OVERRIDING ROYALTY NOT TAKEN IN KIND

4.01 Payments Made to Royalty Owner Monthly

When and to the extent that the Royalty Owner is not taking its share of Petroleum Substances in kind, every sale of Petroleum Substances produced from the Royalty Lands shall include the Royalty Owner's Overriding Royalty share thereof. The Grantor shall remit to the Royalty Owner all monies accruing to the Royalty Owner on account of the Overriding Royalty within six (6) weeks of the end of each respective calendar production month. If the Grantor at any time fails to deliver in a timely manner a cash payment required to be paid to the Royalty Owner hereunder, the amount thereof shall bear interest at the Prime Rate plus two percent (2%), accruing from the date owing to the date upon which the payment is actually received by the Royalty Owner. Such interest shall be payable by the Grantor without demand therefor and be payable both before and after judgment.

4.02 Statements Provided to Royalty Owner

The Grantor shall enclose with each monthly payment to the Royalty Owner the following information:

- (a) a statement for each Royalty Well showing the quantity and kind of the Petroleum Substances (categorized as Crude Oil, Natural Gas and NGLs) produced, saved and sold or stored as inventory from such Royalty Well, and the Grantor's Interest share thereof, in the applicable production month and the Current Market Value of the Grantor's Interest share of such Petroleum Substances, together with a calculation of the amount to be paid in respect of the Overriding Royalty for such applicable production month; and
- (b) if requested, and within 7 days of such request, a copy of the Grantor's governmental production statement for the month for which the Overriding Royalty is calculated and, with respect to the leases, a copy of the lessor royalty statement. Any information contained in such governmental production statement or lessor royalty statement need not be repeated in the Grantor's statement to the Royalty Owner.

The Grantor shall also provide, upon the Royalty Owner's reasonable request, the Royalty Owner with monthly and annual operating reports in respect of the Royalty Lands as well as any other documents, statements or reports mutually agreed to be provided by the Grantor to the Royalty Owner.

5. OVERRIDING ROYALTY TAKEN IN KIND

5.01 Right to Take In Kind

- (a) The Royalty Owner shall have the right, in its sole discretion, to take in kind the Royalty Owner's share of any or all Petroleum Substances. Such right may be exercised separately with respect to Crude Oil, Natural Gas, NGLs or any individual component of Petroleum Substances. In the case of Crude Oil and NGLs, such right shall only be exercised on a minimum of forty-five (45) days' notice to the Grantor. In the case of all other Petroleum Substances such right shall only be exercised on two (2) months notice to the Grantor. If the Royalty Owner, however, consents in writing to the sale of any of the Royalty Owner's share of Petroleum Substances under a contract made by the Grantor providing for a minimum term in excess of the said respective notice periods, the Royalty Owner's right to take in kind any Petroleum Substances subject to such contract shall be suspended during the term of such contract. The Royalty Owner may cease to take in kind any Petroleum Substances upon giving the Grantor forty-five (45) days notice. The right to take in kind or to cease to take in kind may be exercised from time to time subject only to the foregoing provisions of this Subclause.
- (b) The Royalty Owner will supply the Grantor with such information regarding the Royalty Owner's arrangements for disposition of those Petroleum Substances as the Grantor may reasonably require to coordinate custody transfer and shipping arrangement for those Petroleum Substances. Failure to provide the Grantor with that information will be deemed to be a failure by the Royalty Owner to take the Petroleum Substances in kind.
- (c) To the extent the Royalty Owner takes its share of Petroleum Substances in kind, title to and risk of loss of Petroleum Substances produced from the Royalty Wells shall pass from the Grantor to the Royalty Owner at the Point of Delivery. The Grantor shall be responsible for all production and operating activities in respect of said Petroleum Substances prior to delivery by the Grantor to the Point of Delivery.

5.02 Grantor's Responsibilities

When the Royalty Owner is taking in kind any of the Royalty Owner's share of Petroleum Substances, the Grantor shall deliver the same to the Royalty Owner, or its nominee, at the Point of Delivery in accordance with usual and customary transportation, pipeline and shipping practice, free and clear of all gathering, processing, treating, transportation and other charges whatsoever. The Grantor shall have no obligation to

deliver Petroleum Substances taken in kind by the Royalty Owner beyond the Point of Delivery. In respect of Crude Oil, at no cost to the Royalty Owner, the Grantor shall remove basic sediment and water therefrom in accordance with good oilfield practice so that pipeline specifications in that regard will be met. The Grantor will not incur incremental gathering, processing, treating, transportation and other charges whatsoever, including the removal of basic sediment and water from Crude Oil production, as a result of the Royalty Owner electing to take in kind. The Royalty Owner shall also have the right to use free of charge a proportionate share of the Grantor's leased or owned tankage and storage facilities, to the extent that such tankage or storage is required in respect of an accumulation of the Royalty Owner's share of Petroleum Substances.

5.03 The Grantor as Trustee

The Grantor shall hold the Royalty Owner's share of Petroleum Substances produced and severed from the Royalty Lands as trustee for and on behalf of the Royalty Owner until such time as they are delivered to the Royalty Owner at the Point of Delivery.

6. RIGHT TO AUDIT

6.01 Examination of Records

The Royalty Owner shall have the right to audit the records of the Grantor insofar as they relate to the production, disposition or sale of the Overriding Royalty. The books, records and accounts maintained by the Grantor in respect of the Overriding Royalty shall be open to inspection, upon reasonable notice to the Grantor, by an officer, agent, employee or other person appointed or authorized by the Royalty Owner, in writing, to examine the same. The Grantor shall be obligated to maintain its books, records and accounts for at least twenty-six (26) months after the end of the fiscal year in which such books, records and accounts relate.

6.02 Discrepancies

- (a) Any payment made or statement rendered by the Grantor hereunder in respect of the Overriding Royalty for any month in a calendar year which is not disputed by notice in writing by the Royalty Owner on or before the last day of the twenty-six (26th) month following the end of the calendar year, shall be deemed to be true and correct unless the Royalty Owner has requested in writing an adjustment to such payment prior to the end of such period and except audit queries from an audit pursuant to Clause 6.01 that remain unresolved.
- (b) In the event that a dispute notice is delivered by the Royalty Owner to the Grantor in accordance with Clause 6.02(a), the Grantor and the Royalty Owner shall thereupon diligently attempt to resolve the dispute in a timely manner.

7. RATEABLE PRODUCTION

7.01 Grantor to Produce Rateably

The Grantor shall, subject to the provisions of Clause 13.01, use commercially reasonable efforts to produce Petroleum Substances from the Royalty Lands rateably with any other similar substances produced from any lands within the same pool (as designated by the regulatory authority having jurisdiction) or the same zone in which the Grantor, or any Affiliate of the Grantor, has an interest and the Grantor covenants that it will not discontinue the production of Petroleum Substances from any Royalty Well due to marketing conditions, unless production is likewise discontinued from the other wells in the same pool or zone operated or controlled by the Grantor. Further, the Grantor covenants that it will not discriminate against producing Petroleum Substances from a Royalty Well subject to a higher overriding royalty in favour of producing Petroleum Substances from a well with a lower overriding royalty.

7.02 Grantor to Market Rateably

The Grantor shall, subject to the Clause entitled “Overriding Royalty Taken In Kind” and to the provisions of Clause 13.01, use commercially reasonable efforts to market any of the Petroleum Substances produced or capable of being produced from the Royalty Lands rateably with any other similar substances produced from any lands within the same pool (as designated by the regulatory authority having jurisdiction) in which the Grantor, or any Affiliate of the Grantor, has an interest and further the Grantor covenants that it will not discriminate against the Petroleum Substances produced or capable of being produced from the Royalty Lands in the sale and marketing of the same.

8. RIGHT TO COMMINGLE

8.01 Grantor May Commingle Petroleum Substances

The Grantor shall have the right to commingle Petroleum Substances produced from the Royalty Lands with Petroleum Substances produced from other lands, provided that commercially reasonable methods are used to determine the proper measurement of individual well production.

9. POOLING AND UNITIZATION

9.01 Pooling

The Grantor shall at any time and from time to time have the right to pool the Royalty Lands or any part or parts thereof with any other lands for the production of Petroleum Substances therefrom, including for the purpose of forming a spacing unit, without obtaining the consent of the Royalty Owner. Upon such pooling, the Royalty shall be quantified on the basis of production allocated to the Grantor’s interest in the Royalty Lands under the plan of pooling, and not on the basis of actual production from the Royalty Lands.

9.02 Unitization

The Grantor may, without the consent of the Royalty Owner, include the Royalty Lands or any part of parts thereof in a unit agreement or a unit operating agreement for the unitized development and/or operation thereof with other lands. Upon any such unitization, the Royalty shall be quantified on the basis of the production allocated to the Grantor's interest in each unit tract on the Royalty Lands as defined in the plan of unitization and not upon the basis of actual production from the Royalty Lands.

9.03 Equitable Allocations

- (a) The Grantor shall ensure that the allocation of production to Royalty Lands under a pooling or unitization arrangement is fair and equitable.
- (b) The Grantor shall not make or agree to any allocation of production to Royalty Lands under a pooling or unitization arrangement where such allocation would be disproportionately prejudicial to the interest of the Royalty Owner.
- (c) The Grantor shall provide the Royalty Owner with a copy of any such pooling or unitization arrangement promptly after it is entered into.

10. ASSIGNMENT

10.01 Assignment by the Grantor

The Grantor may, from time to time, sell, transfer, assign, mortgage, charge, grant a right, title or interest in or to, grant or allow to exist any encumbrance in respect of or otherwise encumber, in whole or in part, any legal or equitable interest, right and obligation under this Agreement, the Overriding Royalty or any portion or portions thereof, provided that, if the Grantor wishes to assign, transfer or sell any interest, right or obligation under this Agreement in respect of a Royalty Well for which the development commitment in Paragraph 5 of the Completion Participation Agreement has not then been satisfied, other than by way of charge or grant of a security interest, the Grantor may sell, transfer or assign such interest, right or obligation so long as the following conditions are satisfied:

- (a) the Grantor shall provide the Royalty Owner with 30 days' written notice of its intention to sell, transfer, assign or dispose of its rights and obligations under this Agreement;
- (b) the proposed purchaser, transferee or assignee of the Grantor's interest in the Overriding Royalty must agree, in writing, to be bound by and subject to the terms and conditions of this Royalty Agreement;
- (c) the Grantor shall remain liable for all unfulfilled obligations under this Agreement which accrued prior to assignment or charge becoming effective; and

- (d) the Royalty Owner does not suffer a material adverse effect in relation to the transactions contemplated in the Completion Participation Agreement or this Agreement.

10.02 Assignment by the Royalty Owner

The Royalty Owner may, from time to time, charge, pledge or assign as security to a lender or otherwise assign any legal or equitable interest in this Agreement, the Overriding Royalty or any portion or portions thereof upon notice thereof to the Grantor; provided that if at any time the Overriding Royalty should become owned by more than one party, the Grantor shall have the right to require the assignees of the Overriding Royalty to appoint in writing an agent to represent all the assignees of the Overriding Royalty in the exercise of the Royalty Owner's rights hereunder, and to receive all statements and payments (if any) of the Overriding Royalty. If the assignees of the Overriding Royalty fail to appoint an agent hereunder within thirty (30) days of any request to do so by the Grantor, the Grantor may withhold the Overriding Royalty until such time as an agent is appointed, and provided further that any such charge, pledge, assignment as security or other assignment is subject to the same terms and conditions, *mutatis mutandis* as set out in Clause 10.01 (a) to (d) of this Royalty Agreement.

10.03 Royalty Buy Back

For a period of 24 months following the date of this Agreement, the Grantor shall have an option to buy back from the Royalty Owner all of the Overriding Royalty interests granted in respect of the Royalty Wells under this Agreement for a fixed price of one million one hundred twenty thousand Canadian dollars (CDN\$1,120,000), less any cash flow received from such Royalty Wells and any amounts received by the Royalty Owner pursuant to Paragraph 5 of the Completion Participation Agreement as a result of the failure by the Grantor to complete any Royalty Wells. For clarity, this option can be exercised at any time within the 24-month period and must be exercised in its entirety. Partial buy backs of Overriding Royalty interests in respect of individual Royalty Wells will not be permitted hereunder. In the event of the exercise by the Grantor of this buy-back option, the Royalty Owner shall take all such steps as are reasonably required to reconvey the Overriding Royalty to the Grantor, and this Agreement shall terminate, other than Clauses 6, 12, 13.06 and 15.07, which provisions shall survive any termination of this Agreement. Upon such termination, the Royalty Owner shall have no right to earn any further interest in the Royalty Lands pursuant to the Completion Participation Agreement or otherwise.

11. LIEN

11.01 Royalty Owner's Lien

- (a) The Royalty Owner shall be entitled to and shall have a first and paramount lien upon the Grantor's share of all Petroleum Substances from time to time produced from the Royalty Lands to secure the payment of the Overriding Royalty. Such lien shall not operate to release the Grantor from liability for any amounts due to

the Royalty Owner. Such lien shall not attach to the Grantor's share of Petroleum Substances sold or otherwise disposed of from the Royalty Lands, but immediately upon failure of the Grantor to pay the Royalty Owner any amounts due hereunder in accordance with the terms of this Agreement, such lien shall operate as an assignment to the Royalty Owner of the consideration thereafter payable to the Royalty Owner for the Petroleum Substances sold, up to the amount owed to the Royalty Owner and not so paid by the Grantor.

- (b) In the event of a default by the Grantor of its obligation to pay the Overriding Royalty to the Royalty Owner as provided herein:
 - (i) Service of a copy of this Agreement upon any purchaser of Petroleum Substances together with written notice from the Royalty Owner shall constitute written authorization on the part of the Grantor for such purchaser to pay the Royalty Owner the proceeds from any sale or sales of the Grantor's share of Petroleum Substances, up to the amount owed to the Royalty Owner by the Grantor, and such purchaser is authorized to rely solely upon the statement of the Royalty Owner as to the amount owed to the Royalty Owner by the Grantor; and
 - (ii) The books and records kept by the Royalty Owner shall constitute *prima facie* evidence of the existence of such default, although no purchaser shall be obliged to examine the same before acting upon such notice of default.

12. CONFIDENTIAL INFORMATION

12.01 Confidentiality Requirement

Except as provided herein, all data and information of any nature supplied by one Party to the other pursuant hereto, shall be kept confidential unless (i) the Parties agree to the dissemination of such information, (ii) such Party has, subsequent to the disclosure to the other Party, disclosed the data and information to the public generally, (iii) a Party is required by law to give such information to any governmental department, body or agency, or (iii) a Party needs to disclose the information to its accountants, financial institutions or other third parties provided such third parties first agree with such Party to be bound by the terms of this Clause.

12.02 Disclosure To Affiliates

The provisions of this Clause shall not apply to disclosures to Affiliates provided that such Affiliates agree to be bound by the terms of this Clause.

13. DEVELOPMENT AND OPERATIONS

13.01 Development of Royalty Lands

The Grantor shall use commercially reasonable efforts to ensure that all Crude Oil, Natural Gas and NGLs produced from the Royalty Lands will be processed in a prompt

and timely manner. In addition to the covenants in Clause 7.01, the Grantor shall not cease to process any production from the Royalty lands or reduce the rate at which production from the Royalty Lands occurs, in favour of production from other sources. Notwithstanding the foregoing, nothing in this Agreement shall require the Grantor to continue to produce from a Royalty Well if the Grantor reasonably expects that it will incur a loss in continuing such production. Further, subject to Clause 13.02, nothing in this Agreement will require the Grantor to expend funds on recompleting or initiating enhanced recovery techniques on a Royalty Well, notwithstanding the Grantor may have taken similar actions in respect of other oil and natural gas wells on adjacent or surrounding lands. The Royalty Owner agrees that any recompletion or initiation of enhanced recovery techniques on wells other than a Royalty Well by the Grantor shall be deemed not to be prejudicial to production from any affected Royalty Wells. Grantor agrees that the Royalty Wells will remain production wells and will not be converted to injection or disposal wells without the written consent of Royalty Owner, which may be withheld at Royalty Owner's sole and absolute discretion.

13.02 Operations

- (a) The Grantor shall have sole discretion as to any decision to conduct operations or activities on the Royalty Lands, and as to the manner of such operations or activities, provided that if performed, it shall perform all operations and activities in respect of the Royalty Lands in a prudent manner and in accordance with good oilfield practices.
- (b) Other than as contemplated in this Royalty Agreement, the Royalty Owner shall not have any contractual rights relating to the development or operation of any of the operations of the Grantor in respect of the Royalty Lands.
- (c) Other than as expressly contemplated in the Completion Participation Agreement, the Royalty Owner shall not be required to contribute any capital or pay for any expenses, including maintenance expenses, relating to the operations of the Grantor in respect of the Royalty Lands.
- (d) Other than the obligations contained in Clauses 7.01 and 13.01, nothing in this Agreement shall limit or restrict the right of the Grantor to develop or conduct operations on or in respect of any geological formation other than the Falher B Interval, and the Royalty Owner shall have no rights pursuant to this Agreement in respect of, and the Overriding Royalty shall not attach to, any Petroleum Substances produced as a result of such operations.
- (e) The Grantor shall be entitled to use a proportionate share of the Royalty Owner's share of Petroleum Substances as may be reasonably necessary for its drilling, completion and production operations with respect to the Royalty Lands, excluding Petroleum Substances used for tertiary recovery operations. The Grantor shall not be liable to the Royalty Owner for Petroleum Substances so used or so lost and such Petroleum Substances shall be excluded when quantifying the Overriding Royalty.

- (f) The Grantor shall have the right to commingle Petroleum Substances produced from the Royalty Lands with Petroleum Substances produced from other lands, provided that reasonable methods are used to determine the proper measurement of production of Petroleum Substances from the Royalty Lands and to account for different qualities of Petroleum Substances if they have different values.

13.03 Access to Properties and Reporting

- (a) During the term of this Royalty Agreement, the Royalty Owner shall have, at all reasonable times and upon reasonable notice to the Grantor, at the Royalty Owner's sole risk and expense, a right of access by a representative(s) of the Royalty Owner to the Royalty Lands and any other facilities owned or operated by the Grantor, or its Affiliates, and to any technical information pertaining to the Royalty Lands, for the purpose of allowing the Royalty Owner (i) to monitor compliance with the terms of this Royalty Agreement, (ii) to prepare required engineering reports in respect of the Royalty Lands and the Petroleum Substances produced therefrom in accordance with National Instrument 51-101, and (iii) to comply with the disclosure obligations of the Royalty Owner under applicable Canadian security laws and stock exchange rules and policies, as applicable.
- (b) If the Royalty Owner or any of its representatives are permitted at any time to visit any properties or facilities of the Grantor, or its Affiliates, the Royalty Owner shall indemnify and save the Grantor harmless from and against any and all claims and liabilities, including costs and expenses for loss, injury or death of any person, and any loss, damage or destruction of any property owned by the Grantor or any other person or otherwise (including claims or liabilities for loss of use of any property) resulting directly from the negligence or wilful misconduct of the Royalty Owner or any of its representatives during any such visit; provided, however, the Grantor shall reimburse the Royalty Owner for any amounts with the Grantor subsequently receives as compensation for any such loss or damage from an insurer.

13.04 Processing and Transportation Agreements

All processing or transportation agreements maintained or entered into by the Grantor in respect of Petroleum Substances produced from the Royalty Lands shall, during the term of this Royalty Agreement, be on arm's length commercial terms consistent with normal industry standards and practice in Canada.

13.05 Surrender of Royalty Lands

- (a) If the Grantor intends to surrender to the issuer of the Title Documents or to allow to expire all or a portion of the Title Documents for the Royalty Lands, the Grantor shall give notice (hereinafter referred to as the "**Surrender/Expiry Notice**") to the Royalty Owner, which Surrender/Expiry Notice shall specify the lands or zones subject to surrender or expiry at least thirty (30) days in advance of the earlier of:

- (i) the date of surrender or expiry, as the case may be; or
- (ii) the date for the performance of any obligation, the non-performance of which would result in the lapse, termination, forfeiture or cancellation of all or a portion of the Title Documents.

The Royalty Owner shall have the right to elect by notice to the Grantor, within ten (10) days after receipt of the Grantor's Surrender/Expiry Notice, to acquire the interest of the Grantor in all or any portion of the Royalty Lands affected by the Surrender/Expiry Notice.

- (b) To the extent that the Royalty Owner gives notice to the Grantor that it elects not to acquire all or any portion of the interests specified in the Surrender/Expiry Notice or if the Royalty Owner fails to give notice pursuant to Clause 13.05(a) above, the Royalty Owner shall be deemed to have consented to the relevant surrender or expiry and the Grantor may surrender or allow to expire the interests specified in the Surrender/Expiry Notice.
- (c) If the Royalty Owner gives notice to the Grantor that it elects to acquire, for a consideration of \$1.00, the interests of the Grantor in all or any portion of the interests specified in the Surrender/Expiry Notice, the Grantor shall assign or cause to assign all of the interests of the Grantor in such interest to the Royalty Owner, without warrant, effective as of the date the Royalty Owner elects to acquire such interest. Such assignment, however, shall not release the Grantor from any obligation which should have been performed by it or any liability which may have accrued to it prior to that assignment.

13.06 Indemnification for Operations

The Grantor shall be liable to the Royalty Owner for all losses, costs, damages and expenses the Royalty Owner sustains, pays or incurs, and shall indemnify and save the Royalty Owner harmless from and against all actions, claims, demands, losses, costs (including legal costs on a solicitor and his own client basis), damages and expenses brought against or suffered by the Royalty Owner or that the Royalty Owner sustains, pays or incurs in respect of or as a result of any operations or environmental liabilities, occurring in respect of the Royalty Lands and the Royalty Wells.

14. NOTICES

14.01 Service of Notices

Whether or not so stipulated herein all notices, communications and statements (herein called "**notices**") required or permitted hereunder shall be in writing. Any notice to be given hereunder shall be deemed to be served properly if served in any of the following modes:

- (a) personally, by delivering the notice to the Party on whom it is to be served at that Party's address for service, which notice shall be deemed received by the

addressee when actually delivered as aforesaid, if such delivery is during normal business hours; provided that if a notice is not delivered during the addressee's normal business hours, such notice shall be deemed to have been received by such Party at the commencement of the next ensuing business day following the date of delivery;

- (b) by facsimile (or by any other like method by which a written and recorded message may be sent) directed to the Party on whom it is to be served at that Party's address for service, which notice shall be deemed received by the respective addressees thereof: (i) when actually received by them, if received within normal business hours; or (ii) at the commencement of the next ensuing business day following transmission thereof, if such notice is not received during such normal business hours; or
- (c) by mailing it first class (air mail if to or from a location outside Canada) double registered post, postage prepaid, directed to the party on whom it is to be served at that Party's address for service, which notice shall be deemed to be received by the addressee at noon, local time, on the earlier of the actual date of receipt or the fourth (4th) day (excluding Saturdays, Sundays and statutory holidays) following the mailing thereof; provided that, if postal service is interrupted or operating with unusual or imminent delay, notice shall not be served by such means during such interruption or period of delay.

For notice periods of forty-eight (48) hours or less, the applicable notice shall be given in accordance with paragraph (a) or (b) of this Subclause.

14.02 **Addresses For Notices**

The address for service of notices hereunder of each of the Parties shall be as follows:

The Grantor:

Triple Five Intercontinental Group Ltd.
Suite 3000, 8882 – 170 Street
Edmonton, AB T5T 4M2

Attention: Legal Department
Facsimile: 780-444-5232

The Royalty Owner:

Maple Leaf 2015 Oil & Gas Corp.
Suite 808, 609 Granville Street
Vancouver, BC V7Y 1G5

Attention: CEO
Facsimile: 604-684-5748

14.03 Right To Change Address

A Party may change its address for service by notice to the other Party.

15. MISCELLANEOUS

15.01 Hedging

The Royalty Owner shall not participate, nor be entitled to participate, in any hedging or risk management program of the Grantor.

15.02 Tax Planning

Following execution of this Royalty Agreement, in the event of any change in tax laws or other circumstances impacting one or both of the Parties, each of the Parties agrees to cooperate with each other Party in implementing any proposed amendments to this Agreement or the structure of the Overriding Royalty to facilitate tax planning of a Party, provided neither Party shall have an obligation to agree to any amendments if such Party has determined, in its sole discretion, that such amendments shall have a material adverse effect on either Party.

15.03 No Waiver Except In Writing

No waiver by any Party of any breach of any of the covenants, conditions or provisions herein contained shall be effective or be binding upon another Party unless the same be expressed in writing, and any waiver so expressed shall not limit or affect its right with respect to any other or future breach.

15.04 Time Of Essence

Time is of the essence of this Royalty Agreement.

15.05 Royalty Runs With Royalty Lands

The Overriding Royalty shall be an interest in land and the obligation of the Grantor to pay the Overriding Royalty shall be a covenant running with the Royalty Lands. The Royalty Owner shall be entitled to register such caveats and other notices and charges in respect of and to evidence the Overriding Royalty as may be permitted by law.

15.06 Headings

The headings of the Clauses of this Royalty Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Royalty Agreement.

15.07 Choice of Laws

This Royalty Agreement shall be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of

Canada applicable therein. Each Party accepts and attorns to the jurisdiction of the said Province and all courts of appeal therefrom.

15.08 **Limitations**

The two-year period for seeking a remedial order under section 3(1)(a) of the *Limitations Act*, R.S.A. 2000 c. L-12, as amended, for any claim (as defined in that Act) arising in connection with this Royalty Agreement is extended to:

- (a) for claims disclosed by an audit, two (2) years after the time this Agreement permitted that audit to be performed; or
- (b) for all other claims, four (4) years.

15.09 **Enurement**

This Royalty Agreement shall enure to the benefit of and be binding upon the Parties and their respective receivers, receiver-managers, administrators, successors and permitted assigns.

15.10 **Counterpart Execution**

This Royalty Agreement may be executed in any number of separate counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. No Party shall be bound hereby until all have executed either one document or a counterpart.

IN WITNESS WHEREOF, the Parties have executed this Royalty Agreement effective as of the date first set forth above.

TRIPLE FIVE INTERCONTINENTAL GROUP LTD.

Per: _____

Name *David Shermezon*
Title *Managing Director*

MAPLE LEAF 2015 OIL & GAS CORP.

Per: _____

Name *William Cantrick*
Title *Chairman*

SCHEDULE “A”

Attached to and forming part of that certain Royalty Agreement dated the 27th day of July, 2016 between Triple Five Intercontinental Group Ltd. and Maple Leaf 2015 Oil & Gas Corp.

Royalty Lands: Portions of Section 23-043-10W5M and Section 24-043-10W5M that are within 500 metres of the wellbores related to the Royalty Wells in the Falher B Interval, which is defined as the interval of 2526-2560 mKB in the 100/12-24-043-10W5 well.

Royalty Wells: 100/13-23-043-10W5
100/08-24-043-10W5
100/16-24-043-10W5

Title Documents: 1. Farmout and Joint Venture Agreement made as of the 5th day of May, 2014 among Sunchild Oil & Gas Ltd., Triple Five Intercontinental Group Ltd. and Sunchild First Nation.

2. Indian Oil and Gas Act No. OL-6448 dated effective May 1, 2014 between Her Majesty the Queen in Right of Canada, representing the Executive Director of Indian Oil and Gas Canada, Aboriginal Affairs and Northern Development Canada, as Lessor, and Triple Five Intercontinental Group Ltd., as Lessee.