

Third Amending Agreement made this 9th day of September, 2019

Between:

Sturgeon County, a municipal corporation formed in the Province of Alberta (the "County")

-and-

North West Redwater Partnership, a Partnership comprising equal ownership by North West Refining Inc. and Canadian Natural Redwater Limited, formed in the Province of Alberta ("NWR")

WHEREAS the County entered into a Prepayment of Taxes Agreement on August 24, 2012 (the "Prepayment of Taxes Agreement") with North West Redwater Partnership, a Partnership comprising equal ownership by North West Refining Inc. (formerly North West Upgrading Inc.) and Canadian Natural Redwater Limited (formerly, Canadian Natural Upgrading Limited), formed in the Province of Alberta;

AND WHEREAS the Prepayment of Taxes Agreement was amended by Amending Agreements dated November 8, 2016 and October 12, 2017.

AND WHEREAS the Prepayment of Taxes Agreement as amended assumed the Upgrading Facility would commence operation on or before June 30, 2018, but despite diligent progress it is now assumed such operation will commence on or before December 31, 2020.

AND WHEREAS the County and NWR wish to further amend the Prepayment of Taxes Agreement;

NOW THEREFORE the County and NWR, in consideration of the mutual obligations contained herein, hereby agree to a third amendment to the Prepayment of Taxes Agreement, as follows:

1. Replace paragraph 1(d) with the following:

"(d) "Maturity Date" means the earlier of June 30, 2025 or June 30 in the fifth year following the date on which the first Prepayment Credit is made pursuant to paragraph 3 of this Agreement."

2. Replace paragraph 3 with the following:

“3. Prepayment Credits

(a) The County will apply to the tax rolls for the Upgrader Lands, five (5) equal yearly Prepayment Credits of One Million One Hundred and Seventeen Thousand Six Hundred (\$1,117,600.00) Dollars commencing on June 30 in the year after the Upgrading Facility Commences Operation, and on June 30 each year thereafter until the full Repayment Amount is credited in full. Attached as Schedule “B” to this Agreement is the methodology used to calculate the Prepayment Credits commencing on June 30, 2021, which assumes the Upgrading Facility Commences Operation on or before December 31, 2020.

(b) Notwithstanding 3(a), if the Upgrading Facility does not Commence Operation on or before December 31, 2020, the County is not obligated to apply or give credit for the Prepayment Credit on June 30, 2021 and the Prepayment Credit will not be credited or payable in each subsequent year until the first year following the year in which the Upgrading Facility Commences Operation and, in any event the obligation of the County to apply any Prepayment Credit ends on June 30, 2025. For greater certainty, NWR and any party liable to pay taxes on the Upgrader Lands has no right of entitlement to any Prepayment Credit which is not credited or paid under this paragraph and NWR shall make no claim thereto.

(c) If the Upgrading Facility does not Commence Operation on or before December 31, 2024, the County has no further obligations with respect to repaying this Prepayment Account or applying any Prepayment Credits.

3. Schedule “B” of the Prepayment of Taxes Agreement shall be replaced with the attached Schedule “B” to this Amending Agreement.

4. All other paragraphs of the Prepayment of Taxes Agreement remain the same and the County and NWR hereto acknowledge, confirm and agree that the Prepayment of Taxes Agreement remains in full force and effect, and remains binding on the parties hereto, subject only to the specific amendments contained in this Amending Agreement.

Schedule "B"

METHODOLOGY FOR CALCULATING THE PREPAYMENT CREDITS

Date	Prepayment Amount Outstanding:	Prepayment Credit
6/30/2020	\$5,588,000.00	\$NIL
6/30/2021	\$4,470,400.00	\$1,117,600.00
6/30/2022	\$3,352,800.00	\$1,117,600.00
6/30/2023	\$2,235,200.00	\$1,117,600.00
6/30/2024	\$1,117,600.00	\$1,117,600.00
6/30/2025	\$NIL	\$1,117,600.00

IN WITNESS WHEREOF the Parties hereto through their duly authorized officers have set their hands the day and year first above written.

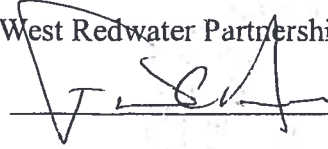
Sturgeon County

Per: Reagan McCullough

(Corporate Seal)

Per: 

North West Redwater Partnership

Per: 

(Corporate Seal)

Per: **Patrick Howe**
Director - Finance

