

Second Amending Agreement made this ____ day of _____, 2017

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 ~~Upgrading~~**Refining** Inc. and Canadian Natural
Upgrading Limited, formed in the Province of Alberta (“NWR”)

WHEREAS the County ~~and NWR~~ 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 Upgrading Inc. and Canadian Natural
Upgrading Limited, formed in the Province of Alberta;

AND WHEREAS North West Upgrading Inc. has changed its name to North West
Refining Inc.;

AND WHEREAS the Prepayment of Taxes Agreement assumed the Upgrading Facility
would commence operation on or before December 31, 2016, but despite diligent progress it is
now assumed such operation will commence on or before June 30, 2018.

AND WHEREAS the Prepayment of Taxes Agreement was amended by Amending
Agreement dated November 8, 2016.

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 second 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, 2023 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, 2019, which assumes the Upgrading Facility Commences Operation on or before June 30, 2018.
- (b) Notwithstanding 3(a), if the Upgrading Facility does not Commence Operation on or before June 30, 2018, the County is not obligated to apply or give credit for the Prepayment Credit on June 30, 2019 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, 2023. 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, 2022, 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.

3.4. The words "North West Upgrading Inc." where they appear in the Prepayment of Taxes Agreement shall be replaced with North West Refining Inc.

4.5. 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.

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

Sturgeon County

North West Redwater Partnership

Per: _____

Per: _____

(Corporate Seal)

(Corporate Seal)

Per: _____

Per: _____

Schedule “B”

METHODOLOGY FOR CALCULATING THE PREPAYMENT CREDITS

Date	Prepayment Amount Outstanding:	Prepayment Credit
6/30/2018	\$5,588,000.00	\$NIL
6/30/2019	\$4,470,000.00	\$1,117,600.00
6/30/2020	\$3,352,800.00	\$1,117,600.00
6/30/2022	\$2,235,200.00	\$1,117,600.00
6/30/2022	\$1,117,600.00	\$1,117,600.00
6/30/2023	\$NIL	\$1,117,600.00