

**NUVISTA PROPERTY CALL
LOAN AND PARTICIPATION AMENDMENT #5 AGREEMENT**

THIS AGREEMENT is made as of the 31st day of December, 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 the trailing 12 months net cash flow for the fiscal period ended December 31, 2018 is zero. The parties agree that 2.5 times 80 % of zero is zero.
2. TAPC hereby exercises its right to buyout Smoky's right as set out in Section 2.5 of the Loan Agreement ("**NuVista Property Call**") and no consideration was payable.
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.

Signed "Gregory J. Leia"

Per: _____
Gregory J. Leia, President

Smoky Oil & Gas Corp.

Signed "Gregory J. Leia"

Per: _____
Gregory J. Leia, President

Batoche Oil & Gas Exploration Ltd.

Signed "Gregory J. Leia"

Per: _____
Gregory J. Leia, President