

PROMISSORY NOTE AND SECURITY AGREEMENT AMENDMENT

Principal Sum: \$250,000.00

January 4, 2021

THIS DOCUMENT SUPERSEDES AND REPLACES A SIMILAR DOCUMENT DATED DECEMBER 24, 2020 RESPECTING THE PRINCIPAL SUM OF \$150,000

FOR VALUE RECEIVED, Aduro Energy Inc., an Ontario company having a business office at Suite 104, 1086 Modeland Road, Sarnia, Ontario Canada N7S 6L2 (the "**Borrower**") unconditionally promises to pay on Maturity to the order of **Dimension Five Technologies Inc.**, an British Columbia corporation with an address at Suite 1450 – 789 West Pender Street, Vancouver, British Columbia V6C 1H2 (the "**Lender**") at Vancouver, British Columbia, or such other place as directed by the Lender to the Borrower in writing, the principal sum of **two hundred fifty thousand dollars (\$250,000.00)** in lawful money of Canada (the "**Loan**") together with all other amounts payable as set out in this Note including interest computed on the basis of a 365 day year on the principal sum of the Loan at the Interest Rate, calculated semi-annually, not in advance, as well after as before maturity, default and judgment and on overdue interest, as follows.

1. **Loan Amount Outstanding.** The Lender will in its discretion lend up to \$250,000 to the Borrower upon request of the Borrower from time to time. The records of the Lender with respect to the principal amount outstanding and interest accrued on the principal amount outstanding will be deemed accurate in the absence of clear evidence to the contrary.
2. **Security Agreement Amendment.** The Security Agreement is amended such that the Security Interest (as defined in the Security Agreement) granted by the Borrower to the Lender will also extend to cover any amount owed by the Borrower to the Lender pursuant to this Loan.
3. **Repayment.** The principal and interest will be repaid on the date of Maturity.
4. **Interest.** The Loan or so much thereof as is outstanding from time to time will bear interest at the rate of six (6%) percent per annum, calculated semi-annually not in advance, but interest shall only be payable at Maturity.
5. **Prepayment.** The Borrower may, without penalty or premium at any time, prepay the Loan in full or in part together with all accrued and unpaid interest thereon.
6. **Remedies upon Default.** Upon the occurrence of an Event of Default, the Lender may, at its option, declare that all or part of the outstanding principal balance, interest accrued thereon and all other amounts payable as set out in this Note are immediately due and payable or payable on demand.
7. **Enurement.** This Note will be binding upon the Borrower and its successors and permitted assigns and will enure to the benefit of the Lender and their successors and assigns. Any reference herein to the Lender will include its successors and assigns as if specifically named.
8. **Security.** The Borrower has granted a security interest in all its current and after acquired assets to the Lender pursuant to the Security Agreement.

9. **Termination.** All of the rights of the Lender under this Note will terminate if and when the Loan is indefeasibly paid in full.
10. **Business Day.** Whenever any payment due under this Note is due on a day which is not a Business Day, the date for payment thereof will be extended to the next succeeding Business Day and interest will continue to accrue and be payable thereon as provided herein, until the date on which such payment is received by the Lender.
11. **Definitions.** In this Note, the following capitalized terms will have the following meanings:
- "**Business Day**" means a day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.
- "**Event of Default**" means the failure of the Borrower to make any payment of principal or interest hereunder within 10 Business Days of the same being due and payable or there occurs an Event of Default (as defined therein) under the Security Agreement.
- "**Maturity**" means the date that is seven (7) months after advance of the Loan.
- "**Security Agreement**" means the security agreement between the Lender and the Borrower dated August 7, 2020.
12. **Miscellaneous.** This Note will be governed by, and construed in accordance with, the laws of the Province of British Columbia. The Borrower waives presentment for payment, notice of dishonour, protest and notice of protest in respect of this Note. This Note will become effective when it has been executed and delivered.

Aduro Energy Inc.

Per:

"Ofer Vicus"
Ofer Vicus, CEO

Dimension Five Technologies Inc.

Per:

"Chris Parr"
Chris Parr, CEO