

Transition Agreement dated as of September 30, 2021

AMONGST:

TENTH AVENUE PETROLEUM CORP (“TAPC”)

WASKAHIGAN OIL & GAS CORP (“WOGC”)

ODAAAT OIL CORP (“ODAAAT”)

SMOKY OIL & GAS CORP (“SMOKY”)

GREGORY J. LEIA PROFESSIONAL CORP (“GJLPC”)

CAMERON MACDONALD (“MACDONALD”)

WHEREAS TAPC has obtained shareholder, court and regulatory approval to: (a) assign its oil and gas assets to Odaat (subsidiary of WOGC); and (b) to spinout the shares of WOGC to the shareholders of TAPC as of April 9, 2021 under a Plan of Arrangement dated March 24, 2021 (as amended) which will result in WOGC becoming a standalone reporting issuer after the filing of the Articles of Arrangement (implementing the Order of Justice Douglas R. Mah dated May 25, 2021 in Court of Queen’s Bench of Alberta Action # 2101 02844);

AND WHEREAS it is contemplated that the Articles of Arrangement will be filed on or after September 30, 2021 followed by the listing of WOGC on the Canadian Stock Exchange (“CSE”);

AND WHEREAS MacDonald has agreed to recapitalize TAPC post filing of the Articles of Arrangement;

AND WHEREAS the parties wish to agree to a transition plan to carry out the recapitalization.

WITNESSETH in consideration of the mutual covenants contained herein the parties agree the proposed plan is as follows:

1. TAPC will sign an asset purchase agreement (“**APA**”) for 1.6228929% Working Interest (“**Salida SHU WI**”) in Swan Hills Unit #1(CNRL operated property) with Salida Energy Inc. (“**Salida**”). Terms of the agreement are as follows:
 - (a) Price: \$825,000 (including GST);
 - (b) Payment: Issuance of 9,716,443 TAPC shares at approx. \$0.085/sh; and
 - (c) Effective September 30, 2021;

2. [REDACTED] will purchase the following TAPC common shares ("Leia SPA's"):

shareholder	# of shares	Price per share	[REDACTED]	Aggregate Price
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

3. From share proceeds GJLPC above will segregate \$100,000 and put these funds in trust. Legally GJLPC will make a convertible loan to WOGC of \$100,000 which will advance the funds to Odaat to fund the following:

	Purpose	Cost	Note
1	Cost to remediate Crossfield Viking site	\$35,000	1
2	Crossfield landlord	35,000	2
3	Other Payables of TAPC effective Sept 30 (Except MacDonald Payables)	<u>30,000</u>	3
		\$100,000	

- Notes: (1) can be paid out to contractor as a deposit to secure work and/or pay such contractor upon completion of work
 (2) subject to determination by Surface Rights Board or settlement. If Surface Rights Board rules in favour of TAPC, monies may be paid to Exxon to compensate for overpayment of rent on JIB's
 (3) These are payable of TAPC up to September 30, 2021 as determined at the time of completion of the Q3 financial statements (expected by Oct 31, 2021)

4. Odaat will put the \$100,000 referenced above into trust with Wolff Leia, Barristers and Solicitors, as security for the following:

	Purpose	Cost	Note
1	Cost to remediate Crossfield Viking site	\$35,000	1
2	Crossfield landlord	35,000	2
3	Other Payables of TAPC effective September 30, 2021 (except MacDonald Payables)	<u>30,000</u>	3
		\$100,000	

5. Concept: Debts in TAPC – post Sept 30-21 spinout of WOGC. There will be no debts other than the \$40,000 RBC Gov't loan.
6. Concept: Assets in TAPC – post Sept 30 21 spinout of WOGC. There will be no assets other than:
 - (a) \$40,000 in RBC bank account #02319 1063148; and
 - (b) Tax losses and tax pools

All receivables and deposits up to September 30, 2021 of TAPC shall be assigned to Odaat and Odaat shall have a right to collect. The terms of this agreement shall be in addition to (and not in substitution of) the terms set out in the TAPC/WOGC/Odaat Asset Sale agreement dated effective January 1, 2021.

7. From August and September 2021 cash flow from Odaat assets pays
 - (a) On going oil and gas operations of Odaat;
 - (b) Corp operations of TAPC and WOGC until Sept 30, 2021;
 - (c) WOGC listing fees;
 - (d) TAPC creditors as of September 30, 2021;
 - (e) Odaat will use BNS account #03269 0013811;
 - (f) WOGC will use BNS account #03269 0114413; and
 - (g) Odaat will operate TAPC RBC account #01371 1004894 until all automatic deposits have been transferred to Odaat account.
8. Cameron MacDonald pays the following charges of TAPC post September 1, 2021, including:
 - (a) costs of acquiring Swan Hills Unit #1 (50 boe/from Salida) assets; and
 - (b) all recapitalization costs which would include:
 - (i) TSXV fees (transaction application fees, private placement application fees, private placement finance fees; director PIF's review fees etc);
 - (ii) All costs relating to closing of acquisition of Swan Hills Unit #1 or other acquisitions, including legal costs relating to definitive agreements, searches, engineering reports, lease op audits, AER costs, etc;
 - (iii) All costs relating to private placements;
 - (iv) Costs of preparing September 30, 2021 Q3 financial statements, business acquisition report (if necessary) and year end audits for TAPC; and
 - (v) Associated legal costs of above
9. Moneys payable by MacDonald shall be advanced through the TAPC BNS account (03269 0115517) set up to pay Salida costs – after sale of control – will set up to have ~~_____~~ as signees.

10. WOGC will apply for listing on CSE.
11. TAPC will file Articles of Arrangement (Mah May 25-21 Order) upon closing of the APA and Leia SPA's.
12. TAPC will complete distribution of WOGC Share to TAPC Shareholders shortly after filing of the Articles of Arrangement.
13. TAPC shall complete the Q3 financial statements and management discussion and analysis by end of mid November 2021.
14. Upon completion of:
 - (a) WOGC spinout;
 - (b) TAPC Q3 financial statement and management discussion and analysis (pre spinout);
 - (c) Revised Q3 financial statements and management discussion and analysis (post spinout) (estimated to be mid November 2021);
 - (d) Gregory Leia, Gerry Roe, Craig Leggatt and Tracy Zimmerman shall resign as officers and directors of TAPC
15. Upon resignation of Gregory Leia, Gerry Roe, Craig Leggatt and Tracy Zimmerman, MacDonald, Hozjan, Reeves and Prokop shall be appointed as directors.
16. Upon resignation of Gregory J. Leia (CEO) and Tracy Zimmerman as CFO, TAPC officers shall be appointed Cameron MacDonald CEO, Ron Hozjan CFO; and Scott Reeves as Corp Sec.
17. Collection of TAPC receivables. Odaat shall have carriage of the actions to collect. Odaat shall pay all of the costs.
18. TAPC deposits with third parties which need to be assigned to TAPC prior to October 31, 2021 are:
 - (a) AER \$54,000;
 - (b) Nova Gas Transmission Ltd. 14,000;
 - (c) I3 Energy Canada \$15,000;
 - (d) Paramount \$20,000; and
 - (e) Crown Royalty \$30,000

If such deposits cannot be assigned, then TAPC shall reimburse Odaat for such sums before November 15, 2021.

19. Claims in TAPC:

- (a) Surface rights board (landlord clause);
- (b) Remediation clause; and
- (c) Lavi Krasney,

Mechanism for disputed claim with TAPC creditors. WOGC/Odaat shall have the right to contest and defend litigation provided it pays all costs.

- 20. Odaat shall indemnify TAPC for any obligations TAPC pre September 30, 2021.
- 21. TAPC shall pay for the time of Gregory J. Leia (legal and non legal) (billed through) Wolff Leia at the rate of ██████████ both before and after September 30, 2021.
- 22. RBC (Govt of Canada covid loan) debt \$60,000. The sum of \$20,000 forgivable if paid after date specified by federal government. TAPC will leave \$40,000 in bank to secure repayment.
- 23. SRP Grant Funds. TAPC shall seek to assign the SRP Grant funds, failing which, the remediation work will be done on Odaat properties in the name of TAPC, failing which if the funds can be used by TAPC (post recapitalization), TAPC shall reimburse Odaat for the sums utilized.
- 24. Smoky loan discharge. On September 1, 2021, Smoky shall provide TAPC debt discharge documents as against TAPC in trust. On September 30, 2021 upon registration of the Articles of Arrangement, Smoky shall register such discharge at PPSA.
- 25. Record retention. WOGC/Odaat shall retain all production and accounting recors and shall make available such records as are needed by TAPC.
- 26. Any unresolved dispute between the parties shall be resolved by arbitration to a Jed Hawco (retired Court of Queens Bench of Alberta Justice)(or other retired justice acting as an arbitrator), or failing agreement appointed by the Court of Queen's Bench of Alberta. Such arbitration shall be decided on a summary basis without viva voce evidence (unless an oral hearing is requested by the arbitrator). The two parties shall submit their respective positions in writing within 5 calendar days of any dispute. The arbitrator shall render his decision within 5 calendar days after receipt of written submissions or the conclusion of the hearing if applicable (or such later date as agreed upon by the parties). The arbitrator's decision shall be final and binding and shall not be appealable to any Court. The arbitrator may decide to award costs. The decision of the arbitrator as to costs shall be final and binding and shall not be subject to review by any Court. Any party shall be at liberty to apply to the Court of Queen's Bench of Alberta upon three (3) clear days notice to remove and replace the arbitrator.
- 27. Each party shall from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to the provisions and intent of this Agreement.

28. Time shall be of the essence of this Agreement.
29. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta, and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta.
30. Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.
31. Except as expressly provided in this Agreement, no party may assign this Agreement without the prior written consent of the other parties. This Agreement enures to the benefit of and binds the parties and their respective heirs, estate trustees, personal and legal representatives, successors and permitted assigns.
32. This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A party's transmission by facsimile of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

	Tenth Avenue Petroleum Corp <i>Signed "Craig Leggatt"</i> Per: _____ Craig Leggatt
	Waskahigan Oil & Gas Corp <i>Signed "Craig Leggatt"</i> Per: _____ Craig Leggatt
	Odaat Oil Corp <i>Signed "Craig Leggatt"</i> Per: _____ Craig Leggatt
	Smoky Oil & Gas Corp <i>Signed "Gregory J. Leia"</i> Per: _____ Gregory J. Leia, President
	Gregory J. Leia Professional Corp <i>Signed "Gregory J. Leia"</i> Per: _____ Gregory J. Leia, President
_____ Witness	<i>Signed "Cameron MacDonald"</i> _____ Cameron MacDonald