

AMENDMENT TO VOTING AGREEMENT

April 30, 2018

Crius Energy Trust
3400 One First Canadian Place
Toronto, Ontario M5X 1A4

Dear Sirs/Mesdames:

The undersigned are parties to a voting agreement dated May 16, 2016 (the "**Voting Agreement**"), with Crius Energy Trust (the "**Trust**").

The undersigned and Crius wish to amend the Voting Agreement to, among other things, provide for the nomination of Robert D. Gries, Jr. to the board of directors (the "**Board**") of Crius Energy Administrator Inc. (the "**Administrator**"), the administrator of the Trust, on the terms and conditions set forth herein.

In consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Amendment to Voting Agreement

Paragraphs one through eight under the heading "Terms of Voting Restriction" in the Voting Agreement are hereby deleted in their entirety and replaced with the following:

1. At the annual meeting of holders (the "**Unitholders**") of units of the Trust ("**Trust Units**") to be held in 2018, with respect to the fiscal year ended December 31, 2017 (the "**2018 Annual Meeting**"), the Trust will include Robert D. Gries, Jr. as a nominee on its slate of persons to be nominated for election as directors of the Administrator and shall solicit proxies in support of him. Robert D. Gries, Jr. hereby agrees to stand for election at the 2018 Annual Meeting. In addition, the Trust may, in its sole discretion, include Robert D. Gries, Jr. as a nominee on its slate of persons to be nominated for election as directors of the Administrator at any other annual meeting or special meeting held to elect directors to the Board on or after the 2018 Annual Meeting, in which case, provided the Trust so exercises its discretion, and so long as Robert D. Gries, Jr. is prepared to continue to stand for election, the Trust shall solicit proxies in support of him.
2. The undersigned, together with (i) any person acting jointly or in concert with the undersigned, and (ii) any of their respective Affiliates (as defined herein), hereby agree to vote, or cause to be voted, all Trust Units owned by the undersigned or any such person,

or over which the undersigned or any such person has control or direction, from time to time and at all times, in favour of (A) management's nominees to the Board at the 2018 Annual Meeting, and at each annual or special meeting of Unitholders held prior to the Board Termination Date (as defined herein), and (B) in favour of all other matters put before Unitholders as recommended by management of the Administrator at each annual or special meeting of Unitholders held on or after the date hereof and prior to the Board Termination Date; provided that, with respect to any special resolution relating to the acquisition of the Trust whether by plan of arrangement or otherwise or the sale of all or substantially all of the Trust's assets, the undersigned shall not be required to vote in favour of such resolution and, if the undersigned determine not to vote in favour of such resolution, shall instead vote their Trust Units in accordance with Section 6 of this agreement in the same manner as if the Board Termination Date had occurred prior to the date of the meeting held to vote on such special resolution. The undersigned shall promptly deliver or cause to be delivered to the Trust, at the request of the Trust, such further proxies, powers of attorney and other instruments and documents as may be necessary in the opinion of the Trust to give effect to the voting covenant hereunder.

3. For the purposes of this agreement, (i) "Affiliate" means a person that directly or indirectly, controls or is controlled by, or is under common control or management with, or manages or is managed by, such specified person, (ii) "control" means, as to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise, and the term "controlled" has a correlative meaning; and (iii) "person" means any individual, corporation, general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature. Any reference to an annual or special meeting of Unitholders herein includes, for greater certainty, an annual and special meeting of Unitholders and every adjournment or postponement of any annual meeting, special meeting or annual and special meeting of Unitholders and any meeting of Unitholders held by way of written consent.
4. Each of the undersigned represents and warrants that set forth on Schedule "A" is an accurate and complete description, as of the date of this agreement, of the number of Trust Units owned or controlled by the undersigned, or which are owned or controlled by (i) any person acting jointly or in concert with the undersigned, or (ii) any of their respective Affiliates. In addition, the undersigned undertakes to forthwith provide written notice to the Trust of any acquisitions or dispositions of Trust Units on or after the date of this agreement by any of the undersigned, any person controlled by the undersigned, any person acting jointly or in concert with the undersigned, or any of their respective Affiliates.
5. The undersigned hereby agree that they will not, and that they will cause any person acting jointly or in concert with the undersigned, and any of their respective Affiliates, not to, directly or indirectly, during the period commencing on the date hereof and ending on the

Board Termination Date (as defined herein): (i) requisition a Unitholder meeting, solicit proxies or make or publicly propose any take-over bid, plan of arrangement, asset sale or other business combination involving the Trust or substantially all of its assets; or (ii) initiate discussions with any person with respect to any of the foregoing, or advise, assist or encourage or negotiate with any other person to take any action inconsistent with the foregoing. This paragraph 5 shall cease to apply in the event that a *bona fide* offer by a third party is made to acquire control of the Trust or substantially all of its assets by way of a take-over bid, plan of arrangement, asset sale or other business combination.

6. On and after the Board Termination Date, for so long as the undersigned, together with (i) any person acting jointly or in concert with the undersigned, or (ii) any person under common control, or with a common manager or management with the undersigned, directly or indirectly, beneficially owns or exercises control or direction over 10% or more of the issued and outstanding Trust Units, on a non-diluted basis, the undersigned hereby covenants to vote, or cause to be voted, all Trust Units owned by the undersigned, or over which the undersigned has voting control, from time to time and at all times, with respect to all matters put before the Unitholders at each duly called meeting of Unitholders (including every adjournment or postponement thereof) or by way of written consent, in such proportion and in such manner as the Unitholders who are not subject to the voting covenant in this Section 6. The undersigned shall promptly deliver or cause to be delivered to the Trust, at the request of the Trust, such further proxies, powers of attorney and other instruments and documents as may be necessary in the opinion of the Trust to give effect to the voting covenant in this Section 6.
7. This agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understanding, negotiations and discussions, whether written or oral. There are no conditions, restrictions, agreements, promises, representations, warranties, covenants or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein. For greater certainty, this agreement supersedes any voting restriction set forth in the Sale of Interest Agreement dated May 17, 2016, between the Trust and the undersigned and supersedes and replaces in all respects any other lock-up agreement entered between the parties hereto in connection with the Offering.
8. This agreement shall be binding upon and shall enure to the benefit of and be enforceable by the parties and their respective successors, heirs, personal representatives and permitted assigns. No party to this agreement may assign any of its rights or benefits under this agreement, or delegate any of its duties or obligations, except with the prior written consent of the undersigned and the Trust.
9. In the event that any provision (or any portion of a provision) of this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate, render

unenforceable or otherwise affect any other provision hereof, and this agreement shall be construed without giving effect to such invalid, illegal or unenforceable provision (or such portion of a provision) as if it had never been contained herein.

10. Any demand, notice or other communication authorized or required or permitted to be given in connection with this agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by email, or as of the following business day if sent by prepaid overnight courier, to the parties at the addresses set forth above or the signature pages hereto (or at such other addresses as shall be specified by such party by notice to the other given in accordance with the provisions of this paragraph).
11. This agreement shall be effective as of the date first written above. The obligations in Sections 1, 3 and 5 shall terminate and be of no force and effect on the first day following the 2018 Annual Meeting that Robert D. Gries, Jr. is not a member of the Board for any reason (the “**Board Termination Date**”) and the remainder of the provisions of this agreement shall continue in effect.
12. This agreement shall be interpreted in accordance with, and shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
13. Each of the parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.
14. This agreement may be executed in counterparts and delivered by fax transmission or by email/PDF.
15. Time is of the essence in this agreement.
16. Each of the parties acknowledges that the Trust may disclose the terms of this agreement in its public filings and that a copy of this agreement may be filed by the Trust on SEDAR.

[Remainder of page intentionally left blank. Signature page follows.]

Yours truly,

GF POWER I, LLC

Per: (signed) "Robert D. Gries"

Name: Robert D. Gries, Jr.

Title: Its Manager

**GRM FAMILY LIMITED
PARTNERSHIP**

Per: (signed) "Robert D. Gries"

Name: Robert D. Gries, Jr.

Title: Its Manager

GF FACTORING, LP

Per: (signed) "Robert D. Gries"

Name: Robert D. Gries, Jr.

Title: Its Manager

(signed) "Paul Hausman"

Witness: Paul Hausman

(signed) "Robert D. Gries"

Robert D. Gries, Jr.

Address: 2620 South Parkview Street,
Tampa, FL 33629, USA

Acknowledged and agreed this 30th day of April, 2018.

CRIUS ENERGY TRUST

Per: (signed) "Michael Fallquist"
Name: Michael Fallquist
Title: Chief Executive Officer

SCHEDULE "A"

TRUST UNITS HELD BY GRIES ENTITIES

Number of Trust Units owned or controlled, directly or indirectly, by the undersigned as of date of this agreement:

8,224,264 Trust Units*

*Representing the number of Trust Units owned or controlled, directly or indirectly, by the undersigned, together with (i) any person acting jointly or in concert with the undersigned, or (ii) any of their respective Affiliates.